

Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 14 - Town of Wappinger	Amparo		✓	✓
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	✓		
District 3 - Town of LaGrange	Borchert	✓		
District 18 - City of Beacon and Town of Fishkill	Farley	✓		
District 6 - Town of Poughkeepsie	Flesland	✓		
District 21 - Town of East Fishkill	Horton	✓		
District 22 - Towns of Beekman and Union Vale	Hutchings	✓		
District 4 - Town of Hyde Park	Ignaffo	✓		
District 15 - Town of Wappinger	Incoronato	✓		
District 10 - City of Poughkeepsie	Jeter-Jackson	✓		
District 9 - City of Poughkeepsie	Johnson	✓		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		✓	
District 16 - Town of Fishkill and City of Beacon	MacAvery		✓	
District 17 - Town and Village of Fishkill	Miccio	✓		
District 1 - Town of Poughkeepsie	Nesbitt	✓		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins	✓		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓		
District 8 - City and Town of Poughkeepsie	Rolison	✓		
District 5 - Town of Poughkeepsie	Roman	✓		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	✓		
District 20 - Town of Red Hook	Strawinski	✓		
District 24 - Towns of Dover and Union Vale	Surman	✓		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	✓		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓		
District 12 - Town of East Fishkill	Weiss	✓		
Present: _____	Total:	22	3	
Absent: _____				
Vacant: _____				

Date: 10/13/15

Board Meeting
of the
Dutchess County Legislature

Tuesday, October 13, 2015

The Clerk of Legislature called the meeting to order at 7:00 p.m.

Roll Call by the Clerk of the Legislature

PRESENT: 22 Bolner, Borchert, Farley, Flesland, Horton, Hutchings,
 Ignaffo, Incoronato, Jeter-Jackson, Johnson, Miccio,
 Nesbitt, Perkins, Pulver, Rolison, Roman, Sagliano,
 Strawinski, Surman, Thomes, Tyner, Weiss

ABSENT: 2 MacAvery, Kelsey

PRESENT, LATE: 1 Amparo

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Pastor Wayne Olsen of St. Timothy Lutheran Church in Hyde Park, followed by a moment of silent meditation.

Commendations:

Proclamation: Recognizing October 2015 As Anti-Bullying
 Awareness Month

Commendation: Michael Merritt, Jr.

The Chairman entertained a motion from the floor, duly seconded, to suspend the rules to allow the public to address the Legislature with respect to agenda items.

Constantine Kazolias, Poughkeepsie, spoke in opposition to Resolution 2015246.

No one else wishing to be heard, the Chairman entertained a motion from the floor, duly seconded, to resume the regular order of business.

Chairman Rolison entertained a motion to approve the September 2015 minutes.

The September 2015 minutes were adopted.

COMMUNICATIONS RECEIVED FOR THE OCTOBER 2015 BOARD MEETING

Received from County Clerk, Summary of Mortgage Tax collected April 2015 - September 2015.

Received from County Attorney's Office, memorandum regarding Resolution 2015216, The Children's Product Safety Act, and Resolution 2015238, A Local Law in Relation to Prohibiting the Sale of Personal Cosmetic Products Containing Microbeads in Dutchess County.

Received the following from Legislative Counsel:

Letter to Legislator Ignaffo regarding resolution to Lower the Dutchess County Sales Tax by One Half of One Percent, and Put a Five Cent Tax on Plastic Bags, as well as a Two Percent Tax on Campaign Finance Receipts, and

Letter to Legislator Perkins regarding Income Tax on Out-Of-County Employees.

Received the following from LaGrange Town Clerk:

Local Law Amending Chapter 240, Zoning, of the LaGrange Town Code to Amend Section 240-32 in its Entirety to Establish Regulations for Open Space Cluster Subdivisions, Repealing Section 240-33 Regarding Planned Development Districts, Repealing Section 240-36 Regarding Senior Citizen Housing Districts, Repealing Section 240-36.1 Regarding Alternative Senior Citizen Housing Districts, and Amending Section 240-112, Definitions, to Add Definitions for Attached Dwelling, Semidetached Dwelling and Common Area, and

A Local Law of the Town of LaGrange, Dutchess County, New York to Amend Chapter 240, Zoning, of the LaGrange Town Code to Add a New Section 240-70.2 Entitled Solar Energy Systems, to Amend Schedule A1.1 of Section 240.27 of the LaGrange Town Code to Amend Schedule A1.2 of Section 240.27 of the LaGrange Town Code, and to Add a New Footnote 39 to Schedule A of 240.27 of the LaGrange Town Code.

Received from Bill Rubin, email in favor building a diversion and crisis center that includes longer stays for drug offenders and those arrested on drug charges rather than sending them to jail.

Received from Josh Farrell, email in favor of the resolution for alternatives to jail expansion.

Received from Dutchess Community College, Fall 2015 Update.

Received from NYS Environmental Protection, Final Scope of Work for Water for the Future: Upstate Water Supply Resiliency Program.

Received from Comptroller, Audit Report of Maintenance in Lieu of Rent for January 1, 2014 – December 31, 2014.

Received from Essex County Board of Supervisors, Resolution 245, Resolution Seeking
State Assistance with the New York Tax Cap.

RESOLUTION NO. 2015239

RE: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007150) AND AMENDING THE 2015 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION (ET5680)

Legislators HUTCHINGS, ROLISON, FLESLAND, BOLNER, WEISS, SAGLIANO, JETER-JACKSON, MAC AVERY, STRAWINSKI, and FARLEY offer the following and move its adoption:

WHEREAS, the Commissioner of Public Works has been advised that the New York State Department of Transportation has awarded the County a Supplemental Grant Agreement #1, Comptroller's Contact No. K007150, copy attached, which is providing 100% Accelerated Transit Capital Funds (SFY 15-16) in the sum of \$116,551, and

WHEREAS, the grant funding is for the following projects: (a) security system for the Commerce Street facility, including new card entry system and enhanced camera system \$56,551 (PIN 8TD0.01.001); (b) rehabilitation of the administrative offices including replacement of antiquated furniture, replacement of flooring, painting, etc. \$45,000 (PIN 8TD0.02.001); (c) amenities program-bike racks, bus stop shelters, etc. \$10,000 (PIN 8TRD.99.001); and (d) fleet maintenance equipment \$5,000 (PIN 8TD0.02.001), and

WHEREAS, the Supplemental Grant Agreement covers the period January 1, 2014 through December 31, 2018, and

WHEREAS, the State Mass Transportation Capital Aide is available to fund projects approved by the Commissioner of Transportation, and

WHEREAS, additional Capital Aid projects have been previously approved, as shown on the Project Agreement Schedule A in the attached Grant Agreement, by Resolutions: 2015045 which was approved on or about March 9, 2015 (PIN 8TRD0.32.001 and 8TRD.34.001), Resolution 2015051 which was approved on or about March 9, 2015 (PIN 8TRD.71.001), and Resolution 2015117 which was approved on or about April 13, 2015 (PIN 8TRD.86.001) and PIN 8TRD.92.001), and

WHEREAS, Dutchess County desires to advance the projects by making a commitment of advance funding of the full non-local share of the costs associated with these projects, and

WHEREAS, it is necessary for this Legislature to authorize the execution of the grant agreement and to amend the 2015 Adopted County Budget to accept such funds and provide for the receipt and expenditure of said funds, now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive or his designee to accept the grant award from New York State in connection with the above projects and

further authorizes and empowers the County Executive or his designee to execute said grant agreement on behalf of the County of Dutchess, and be it further

RESOLVED, that the Commissioner of Finance is hereby authorized, empowered and directed to amend the 2015 Adopted County Budget as follows:

APPROPRIATIONS

Increase

ET.5680.2500.05	Other Equip. 5 year	\$56,551
ET.5680.4613	Repairs/Alt. Real Prop.	45,000
ET.5680.2500.10	Other Equip. 10 year	<u>15,000</u>
		<u>\$116,551</u>

REVENUES

Increase

ET.5680.35890.04	Other Transp. Reno. Assist	\$45,000
ET.5680.35890.14	Other Transp. Shop Equipment	5,000
ET.5680.35890.17	Other Transp. Equipment	<u>66,551</u>
		<u>\$116,551</u>

CA-153-15

CAB/kvh/G-0930-B

09/15/15

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/19/2015

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13TH day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 116,551

Total Current Year Revenue \$ 116,551

and Source
\$116,551 NYSDOT funds

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☒ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

+2500.05 \$56,551; 2500.10 \$15,000; 4613 \$45,000

+35890.04 \$45,000; 35890.14 \$5,000; 35890.17 \$66,551

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: \$116,551

Net County Cost (this year): \$0
Over Five Years: \$0

Additional Comments/Explanation:

Dutchess County Public Transit has been awarded \$116,551 in 100% New York State Department of Transportation funded projects. These projects include:
\$56,551 Security System for the Public Transit Center
\$45,000 Facility Administrative Offices Rehabilitation
\$10,000 Amenities Program (bike racks, shelters, signs, etc.)
\$5,000 Maintenance Equipment
\$116,551 Total - This resolution will authorize the County Executive or his designee to sign agreements and accept funding from the New York State Department of Transportation.

Prepared by: Cynthia Ruiz

Prepared On: 9/4/2015



**Department of
Transportation**

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

Cathy Calhoun
Chief of Staff

September 2, 2015

Ms. Cynthia Ruiz, Transit Administrator
Dutchess County Public Transit
14 Commerce Street
Poughkeepsie, New York 12603

Re: Contract No. K007150

Dear Ms. Ruiz *Cynthia*

The New York State Department of Transportation Public Transportation Bureau is pleased to inform you that State funds in the amount of \$874,989 have been allocated for mass transportation capital projects as outlined in Schedule A of the above referenced agreement.

An electronic copy of the agreement will be sent to you for execution by Dutchess County. Please make five copies of the electronic agreement and return four copies of the agreement with the original signatures on page 3 (duly notarized on the Grantee acknowledgement), along with four notarized originals of the authorizing resolutions, to this office, through regular US mail, for final execution by the State.

Address your response to:

Mr. Jonathan Cmaylo
Public Transportation Bureau
50 Wolf Road – POD 54
Albany, New York 12232

If you have any questions, please call Jonathan Cmaylo at (518) 457-0250.

Sincerely,

Tom Vaughan, Acting Director
Public Transportation Bureau

Enclosure

Cc: William Gorton, DOT Acting Regional Director, Region 8 (w/e- attachment)

**MASS TRANSPORTATION CAPITAL PROJECT
SUPPLEMENTAL GRANT AGREEMENT #1**

COMPTROLLER'S CONTRACT NO. K007150
Contract Period 1/1/2014 – 12/31/2018

THIS IS A SUPPLEMENTAL GRANT AGREEMENT made this ____ day of _____, 20____ by and between the State of New York, acting by and through the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York 12232 and Dutchess County (the Grantee), with offices at 14 Commerce Street, Poughkeepsie, New York, 12603, for capital project(s) to support the public transportation system, as more fully described in Schedule(s) A hereof (the "Project"). The amount of NYSDOT's grant pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed \$102,389 original plus supplemental and \$874,989 additional (the "Grant").

WITNESSETH:

WHEREAS, State Finance Law §89-c establishes the Dedicated Mass Transportation Trust Fund ("DMTTF") to be administered by NYSDOT, with moneys appropriated thereto to be utilized for the reconstruction, replacement, purchase, modernization, improvement, reconditioning, preservation and maintenance of mass transit facilities, vehicles and rolling stock; and

WHEREAS, pursuant to appropriation or re-appropriation to the DMTTF, the State Legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

WHEREAS, Grantee's Project qualifies for funding pursuant to such appropriations and re-appropriations, the programmatic criteria and guidelines therefore, and has been approved by the Commissioner of Transportation for funding in a program of mass transportation capital projects as more specifically described in Schedule(s) A annexed to or supplementing this Agreement,

Check if State-administered Federal Aid applicable:

WHEREAS, pursuant to Highway Law §80(1) NYSDOT may, in accordance with State appropriations therefore, use federal aid for the purchase of buses or any other passenger equipment, the construction of exclusive or preferential bus passenger loading areas and facilities (including shelters) and for any mass transit purpose as is allowed by federal law respecting such funds; and

WHEREAS, the State has appropriated or reappropriated federal aid monies for the Project(s)

Check if Rebuild and Renew New York Transportation Bond Act of 2005 is applicable:

WHEREAS, Article 22 of the Transportation Law authorizes the NYSDOT Commissioner to implement the Rebuild and Renew New York Transportation Bond Act of 2005 which funds the Transit Clean Fuel Vehicle Initiative; and

WHEREAS, pursuant to appropriation or reappropriation from the Rebuild and Renew New York Transportation Bond Act of 2005, the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

WHEREAS, the Sponsor attests that the Project has a useful service life of 10 years;

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows: Schedule A of the aforementioned Mass Transportation Capital Project Grant Agreement is hereby amended to include, in addition:

- the funding and those projects contained in Schedule "A" attached to and made part of this supplemental Grant Agreement; and
- Appendix 2-S – Iran Divestment Act attached to and made part of this supplemental Grant Agreement.

Except as amended herein the Mass Transit Capital Project Grant Agreement, Contract No. K007150 between the parties hereto shall remain in full force and effect.

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the date first above written.

GRANTEE:	NYSDOT:
By: _____	By: _____
Title: _____	For Commissioner of Transportation
Print Name: _____	Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
Date: _____	Date: _____

APPROVED AS TO FORM:	APPROVED:
State of New York Attorney General	Comptroller
By: _____	By: _____
Date: _____	Date: _____
	Pursuant to State Finance Law §112.

CONTRACT: K007150 SA#1

STATE OF NEW YORK

)
)ss.:
)

COUNTY OF

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the _____ described in and which executed the above instrument; and that he/she executed the above instrument pursuant to authority vested in him/her.

Notary Public

PROJECT AGREEMENT
SCHEDULE A Dated
PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:
Dutchess County

Comptroller's Contract #: **K007150** Contract period: **1/1/2014 to 12/31/2018**
 AGREEMENT PURPOSE: ☐ Main Agreement ☒ Supplemental Schedule 1 ☐ Administrative Correction

GENERAL PROJECT DESCRIPTION
 Fourth Master Grant Agreement
PROJECT LOCATION/JURISDICTION or SERVICE AREA
Dutchess County

PIN	Project	Award ID#	Rev#	Estimated Project Cost	Federal Share	Admin/ Direct	%	*State Share	%	Local Share	%	Source State Approp	Project End Date	Useful Life
8TD0.01.001	Project 2 ATC Secure Access System	ATC-15-DUT-00	1	\$56,551	\$0	Direct	0	\$56,551	100	\$0	0	Omnibus	10/2015	5 Years
8TD0.02.001	ATC Funds Garage Equipment	ATC-15-DUT-00	1	\$50,000	\$0	Direct	0	\$50,000	100	\$0	0	Omnibus	10/2016	5 Years
8TRD.32.001	Preventive Maintenance*	NY-90-X760-00	1	\$49,039	\$39,231	Direct	80	\$4,904	10	\$4,904	10	Omnibus	12/2016	N/A
8TRD.32.001	Preventive Maintenance	NY-90-X759-00	1	\$848,664	\$678,931	Direct	80	\$84,867	10	\$84,866	10	Omnibus	12/2016	N/A
8TRD.34.001	Project Admin	NY-90-X760-00	1	\$401,662	\$321,330	Direct	80	\$40,166	10	\$40,166	10	Omnibus	05/2016	N/A
8TRD.71.001	Rehab/Renovate - Maintenance Facility	NY-90-X761-00	1	\$240,000	\$192,000	Direct	80	\$24,000	10	\$24,000	10	Omnibus	12/2016	20 Years
8TRD.86.001	Purchase Replacement Buses	NY-90-X758-00	1	\$1,915,650	\$1,532,520	Direct	80	\$191,565	10	\$191,565	10	Omnibus	09/2016	12 Years
8TRD.86.001	Purchase Replacement Buses	NY-90-X757-00	1	\$2,114,330	\$1,691,480	Direct	80	\$211,435	10	\$211,435	10	Omnibus	09/2016	12 Years
8TRD.92.001	Purchase <30 foot replacement buses	NY-90-X758-00	1	\$280,655	\$224,524	Direct	80	\$28,066	10	\$28,065	10	Omnibus	12/2017	7 Years
8TRD.92.001	Purchase <30 foot replacement buses	NY-34-0015-00	1	\$1,734,345	\$1,387,476	Direct	80	\$173,435	10	\$173,434	10	Omnibus	12/2017	7 Years
8TRD.99.001	Project 1 ATC Funds Transit Amenities	ATC-15-DUT-00	1	\$10,000	\$0	Direct	0	\$10,000	100	\$0	0	Omnibus	10/2016	10 Years
Agreement Totals:				\$7,700,916	\$6,067,492			\$874,989		\$758,435				

* With NYSDOT concurrence, the state share may be interchanged among PINs within the Schedule and total State share

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		
Present: <u>10</u>	Resolution: <u>✓</u>	Total : <u>10</u>	<u>2</u>
Absent: <u>2</u>	Motion: <u> </u>	Yes <u>0</u>	No <u>2</u>
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2015239 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007150) AND AMENDING THE 2015 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION (ET5680)

Date: October 8, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey	absent	

Present: 23
 Absent: 2
 Vacant: 0

Resolution: ✓
 Motion:

Total : 23 0
 Yes No
 Abstentions: 0

2015239 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007150) AND AMENDING THE 2015 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION (ET5680)

Date: October 13, 2015

RESOLUTION NO. 2015240

RE: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE METRO-NORTH (MTA) LICENSE AGREEMENT WITH THE COUNTY TO ALLOW ADDITIONAL NON-PROFIT FUND RAISING ACTIVITIES ON LICENSED PROPERTY FOR THE HOPEWELL DEPOT RESTORATION CORPORATION, AND FOR OTHER COUNTY ACTIVITIES ON THE LICENSED PROPERTY

Legislators HUTCHINGS, FLESLAND, BOLNER, WEISS, SAGLIANO, MAC AVERY, STRAWINSKI, PERKINS, HORTON, and FARLEY offer the following and move its adoption:

WHEREAS, the County of Dutchess maintains a License Agreement with the Metro-North (a subsidiary of the Metropolitan Transportation Authority – MTA) to license a portion of land adjacent to the WRS DRT Hopewell Trailhead and the Hopewell Depot, for access to and parking for the WRS DRT; and

WHEREAS, The Hopewell Depot Restoration Corporation has requested permission from the County to utilize portions of the land licensed by the County from Metro-North for various fund raising activities for their non-profit, historic organization; and

WHEREAS, in order for the County to grant permission for The Hopewell Depot Restoration Corporation to use the licensed property for its non-profit fund raising activities, the County and Metro-North must amend portions of the existing License Agreement, and,

WHEREAS, such amendment, a copy of which is annexed hereto, would also allow the County to hold various other activities at the licensed location; and


WHEREAS, no fiscal impact to the County is projected by the execution of such amendment; now therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby authorize the County Executive to execute an amendment to the Metro-North (MTA) License Agreement with the County of Dutchess, in substantially the same form as annexed hereto, which amendment will allow non-profit fund raising activities for The Hopewell Depot Restoration Corporation on the licensed property, and, further, allow for other County activities at the licensed property.

CA-154-2015
CAB/sjm/G-0188 09/11/15
Fiscal Impact: None

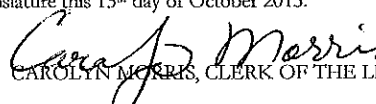
STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0
and Source

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☒ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: \$0

Net County Cost (this year): \$0
Over Five Years: _____

Additional Comments/Explanation:

This Resolution Request is for the Legislature to authorize the County Executive to execute an amendment to the Metro-North (MTA) License Agreement with the County to allow for additional non-profit fund raising activities on the licensed property for The Hopewell Depot Restoration Corporation and for other County activities on the licensed property.

Prepared by: Noel Knille



FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to the License made as of _____, 2015, (this "First Amendment") by and between Metro-North Commuter Railroad Company ("Metro-North"), a New York State public benefit corporation and operating subsidiary of the Metropolitan Transportation Authority ("MTA"), a public authority with its principal office at 2 Broadway, New York, New York 10004 (Metro-North and MTA hereinafter collectively referred to as "Licensor") and Dutchess County, a municipal corporation duly organized and existing under the Laws of the State of New York, having a principal office and place of business at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, Licensor and Licensee entered into that certain License Agreement dated November 15, 2010 (hereinafter referred to as the "License Agreement") covering certain premises measuring approximately 1.8 acres and more particularly shown on Exhibit A annexed hereto (the "Licensed Location"); and

WHEREAS, there is a building located at and known as 36 Railroad Avenue, Hopewell Junction, New York (the "Hopewell Depot Station Building") which is near, but not within the Licensed Location; and

WHEREAS, the Hopewell Depot Restoration Corporation, a domestic not-for-profit corporation incorporated and existing under the laws of the State of New York (the "Corporation"), has undertaken an operation to restore, rehabilitate and maintain the Hopewell Depot Station Building; and

WHEREAS, the Corporation wishes to conduct fundraising activities to fund the restoration, rehabilitation and maintenance of the Hopewell Depot Station Building; and

WHEREAS, Licensee has requested permission to hold fundraising events at the Licensed Location from time to time; and

WHEREAS, Licensee has further requested permission to allow the Corporation to use the Licensed Location for its fundraising events from time to time pursuant to one-day permits in substantially the form attached hereto as Exhibit B; and

WHEREAS, Licensee, on behalf of itself and the Corporation, has requested Licensor to agree to certain modifications to the License Agreement to facilitate such fundraising, as hereinafter set forth; and

include each Events':

- i. Theme
- ii. Date and Time
- iii. Purpose
- iv. Duration
- v. Description of any other significant features of the Event(s)

Approval of the Events Plan by Licensor shall be in Licensor's sole discretion. If Licensee effects any change to the Events Plan, said changes are subject to the prior written approval of Licensor.

- b. Licensee shall notify Licensor or its designee of any upcoming Event at least 48 hours in advance of any Event and keep said designee fully advised of all activities.
 - c. If Licensee effects any change to any Event or the Events Plan, said changes are subject to prior written approval of Licensor.
4. Licensee shall use the Licensed Location for the Permitted Use and for no other purpose. Licensee shall be solely responsible for securing the Licensed Location during any Event. Licensor accepts no responsibility for Licensee's or any other parties, materials and equipment brought to or placed upon the Licensed Location and kept or used thereupon.
5. Licensee shall indemnify and hold harmless Metro-North, MTA, Connecticut Department of Transportation (CDOT), State of New York and the Housatonic Railroad (the "Indemnitees") from any and all claims in connection with the License Agreement and First Amendment and shall require the same with all those with whom Licensee enters into any agreement, or permits access to, the Licensed Location in connection with the uses stated in this First Amendment, from and against any and all losses, damages (to property, materials and equipment or otherwise), detriments, suits, claims, demands, costs and charges which Indemnitees may directly or indirectly suffer, sustain or be subjected to by or on account of Licensee's entry upon, occupancy or use of the Licensed Location, or the conduct thereon of Licensee, its contractors, subcontractors, officers, employees, agents, or invitees, whether such loss or damage be suffered or sustained by Indemnitees directly or by other persons (including employees of Indemnitees or corporations who may seek to hold Indemnitees liable therefor), and whether attributable to the fault, failure or negligence of Indemnitees or otherwise.

Licensors Acknowledgment

STATE OF NEW YORK)

)ss.:

COUNTY)

On the ____ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey B. Rosen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (s), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Licensee Acknowledgement

STATE OF NEW YORK)

)ss.:

COUNTY)

On the ____ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Marcus J. Molinaro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (s), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT B

PERMIT TO ENTER UPON PROPERTY

THIS AGREEMENT (the "Permit"), dated as of the _____ day of _____, by and between, Hopewell Depot Restoration Corporation, a not-for-profit corporation existing under the laws of the State of New York, with its principal place of business located at 36 Railroad Avenue, Hopewell Junction, NY 12533 (hereinafter referred to as "Permittee") and Dutchess County, a municipal corporation duly organized and existing under the Laws of the State of New York, having a principal office and place of business at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as "Permitter")

WITNESSETH:

WHEREAS, Permitter controls certain property measuring approximately 1.8 acres within the County of Dutchess and State of New York, known as the Metro North parking lot for the Hopewell Junction Trailhead for the William R. Steinhaus Dutchess Rail Trail and shown on the plans attached hereto as Exhibit A (hereinafter referred to as the "Property"), a portion of which Permitter has a license agreement with the Metropolitan Transportation Authority ("MTA"); and

WHEREAS, Permittee has requested of Permitter (i) the use of the Property in the area known as (the "Permitted Area") for _____ on _____, 2015, (hereinafter, the "Event"), which Permitted Area is shown on the plans attached hereto as Exhibit A; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter stated, the parties hereto agree as follows:

1. LOCATION AND PERMITTED USE. Permitter hereby grants to Permittee permission for Permittee and its officers, employees, agents, guests and invitees to (i) enter upon and use the Permitted Area for the purposes of

(hereinafter referred to as the "Permitted Use").

Permittee shall be solely responsible to exercise its rights granted hereunder in a manner that will minimize interference with the access of Permitter's customers to the remainder of the Property. Permittee shall cause all drive aisles in and around the Permitted Area to remain open and unobstructed. . . Permitter shall have no responsibility for (i) the property, materials, equipment or automobiles of Permittee or Permittee's guests or invitees brought to, parked in or placed upon the Permitted Area, or (ii) any loss or damage to the same. The provisions of this paragraph shall survive the expiration or earlier termination of the Term.

Area or the Property, or if the Permitted Area or the Property become contaminated in any manner during the Term, Permittee shall indemnify, defend (with counsel approved by Permitter), and hold harmless the Indemnitees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Permitted Area or the Property, damages because of adverse impact on marketing of any space, and any and all sums paid for settlement of claims and for attorneys', consultants', and experts' fees) arising during or after the Term and arising as a result of such contamination by Permittee or Permittee's agents, officers, employees, members, contractors, subcontractors, guests or invitees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration required or requested by a federal, state or local agency or political subdivision or by any organized labor group, including, without limitation, any such costs associated with the contamination of adjacent property or ground water as a result of Permittee's activities (or the activities of Permittee's agents, officers, employees, members, contractors, subcontractors, guests or invitees) at the Permitted Area and/or the Property. In addition, if Permittee (or Permittee's agents, officers, employees, members, contractors, subcontractors, guests or invitees) causes or permits the presence of any Hazardous Substance on the Permitted Area and/or the Property and this results in contamination, Permittee shall promptly, at its sole expense, take any and all necessary actions to return the Permitted Area and/or the Property to the condition existing before the presence of any such Hazardous Substances on the Permitted Area and/or the Property, provided, however, that Permittee shall first obtain Permitter's approval for any such remedial action. The provisions of this paragraph shall survive the expiration or earlier termination of the Term.

B. As used herein, "Hazardous Substance" means (i) any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of New York or the United States government, (ii) any "hazardous waste," "extremely hazardous waste," "hazardous substance," "toxic substance," "hazardous material," "pollutant" or "contaminant," as defined in state, federal, or local governmental law, or (iii) any substance whose presence could be detrimental to the Permitted Area and/or the Property or hazardous to health or the environment, including but not limited to radioactive materials, including radon, natural gas, natural gas liquids (all of the foregoing gas called "Natural Gas Products"), liquefied natural gas, synthetic gas or mixtures of Natural Gas Products and synthetic gas, lead, asbestos containing materials, polychlorinated biphenyls ("PCBs"), and petroleum products.

8. INTENTIONALLY OMITTED.

11. RESTORATION OF PREMISES. (a) Upon the expiration or earlier termination of the Term, Permittee shall restore the Permitted Area and/or the Property to a condition satisfactory to Permitter. This Permit shall upon the expiration or earlier termination of the Term become null and void, save and except only as to any liability accrued prior thereto and any provision hereof expressly stated herein to survive the expiration or earlier termination of the Term. If, upon the expiration or earlier termination of the Term, in the sole opinion of Permitter, the Permitted Area and/or the Property have not been satisfactorily cleared of all of Permittee's property (including, but not limited to, materials and equipment) and restored to a condition satisfactory to Permitter, then Permitter shall have the right, but not the obligation, to restore the Permitted Area and/or the Property, including the removal of any vehicles, materials, and/or equipment, to a satisfactory condition (in the sole opinion of Permitter) at Permittee's sole cost and expense. Permittee shall promptly pay any such amount(s) to the party(ies) entitled thereto upon submission of bills or invoices therefor or shall promptly reimburse Permitter for its prior payment of any

with a copy to:

Metropolitan Transportation Authority
2 Broadway
New York, New York 10004
Attention: Director of Real Estate

If to Permittee:

Hopewell Depot Restoration Corporation
36 Railroad Avenue
P.O. Box 1044
Hopewell Junction, New York 12533

All Notices hereunder shall be deemed received (and any time period measured by the giving of Notice shall commence) (i) upon delivery, if personally delivered, (ii) one business day after entrusting to overnight courier, if sent by overnight courier for next business day delivery, or (iii) three (3) days after mailing if given by registered or certified mail. The inability to make delivery because of changed address of which no Notice was given, or rejection or other refusal to accept any Notice, shall be deemed to be in receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept.

16. APPLICABLE LAWS. Permittee, at its sole expense, shall comply with all Federal, State and local Laws, regulations and ordinances applicable to the Permitted Area and the Permitted Use.

17. ROADBED SETTLEMENT. Permittee shall be obligated to remedy any settlement caused to the parking lot as a result of Permittee's entry on the Permitted Area; and should Permittee fail to do so, Permitter may so remedy at the sole expense of the Permittee. The provisions of this Section 17 shall survive the expiration or earlier termination of the Term.

19. ASSIGNMENT. Permittee shall make no assignment of this Permit. Any attempted assignment of this Permit by Permittee shall be void *ab initio*.

PERMITTOR:

DUTCHESS COUNTY

By: _____

Noel H. S. Knille, AIA, ASLA,

Commissioner of Public Works

PERMITTEE:

HOPEWELL DEPOT RESTORATION CORPORATION

By: _____

Name: _____

Title: _____

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

Present: <u>10</u>	Resolution: <u>✓</u>	Total : <u>10</u>
Absent: <u>2</u>	Motion: <u> </u>	Yes No
Vacant: <u>0</u>		Abstentions: <u>0</u>

2015240 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE METRO-NORTH (MTA) LICENSE AGREEMENT WITH THE COUNTY TO ALLOW ADDITIONAL NON-PROFIT FUND RAISING ACTIVITIES ON LICENSED PROPERTY FOR THE HOPEWELL DEPOT RESTORATION CORPORATION, AND FOR OTHER COUNTY ACTIVITIES ON THE LICENSED PROPERTY

Date: October 8, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey	absent	

Present: 23

Absent: 2

Vacant: 0

Resolution: ✓

Motion:

Total : 23 0

Yes No

Abstentions: 0

2015240 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE METRO-NORTH (MTA) LICENSE AGREEMENT WITH THE COUNTY TO ALLOW ADDITIONAL NON-PROFIT FUND RAISING ACTIVITIES ON LICENSED PROPERTY FOR THE HOPEWELL DEPOT RESTORATION CORPORATION, AND FOR OTHER COUNTY ACTIVITIES ON THE LICENSED PROPERTY

Date: October 13, 2015

RESOLUTION NO. 2015241

RE: AUTHORIZING TWO ACQUISITIONS IN FEE FROM
ETHEL BEST FOR THE PROJECT IDENTIFIED AS
BRIDGE M-7, COUNTY ROUTE 51 (ACADEMY HILL ROAD)
BRIDGE REPLACEMENT OVER THE ROELIFF-JANSEN KILL,
TOWN OF MILAN, DUTCHESS COUNTY

Legislators HUTCHINGS, BOLNER, SAGLIANO, WEISS, and FARLEY offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the project identified as Bridge M-7, County Route 51 (Academy Hill Road) Bridge Replacement over the Roeliff-Jansen Kill in the Town of Milan, Dutchess County, which project includes the acquisition of portions of certain properties, and

WHEREAS, the Department of Public Works has determined that the improvement project: (1) constitutes an Type II Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to improve said bridges, it is necessary to acquire two (2) fee acquisitions of property presently owned by Ethel Best, and

WHEREAS, the acquisitions in fee are portions of parcel number 133600-6673-00-070302-0000, described as: (a) 67 square feet more or less and (b) 325 square feet more or less as shown on Map No. 2, Parcel Nos. 3 and 4 respectively, a copy of which is annexed hereto, and

WHEREAS, the Agreement to Purchase Real Property (Fee Acquisition) for the necessary real property is attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the two (2) Fee Acquisitions, be purchased for the sum of \$200, plus \$100 for site improvement compensation and up to \$1,000 for related expenses, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that the County Executive is authorized to execute the Agreement to Purchase Real Property (Fee Acquisition) in substantially the form annexed hereto and all documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owner of deeds to the

aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property (Fee Acquisition), and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$300 for the acquisitions, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property (Fee Acquisition) be carried out by the Dutchess County Department of Public Works.

CA-155-15
CAB/kvh/R-0952-A
9/15/15
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

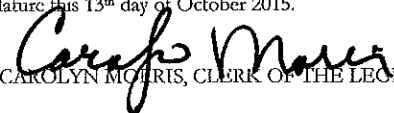
Date 10/19/2015

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13TH day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 1,300

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ 1,000

Nature/Reason:

Anticipated expenses related to Mortgage Releases, Filing Fees, Property Taxes and other closing costs.

Anticipated Savings to County: _____

Net County Cost (this year): \$1,300
Over Five Years: _____

Additional Comments/Explanation:

Project: Bridge M-7, County Route 51 (Academy Hill Road), Bridge Replacement Over the Roeliff-Jansen Kill, Town of Milan, Dutchess County, New York

This fiscal impact statement pertains to the accompanying resolution request to acquire two Fee Acquisitions, (Parcel 3) a 67+/- square foot parcel and (Parcel 4) a 325+/- square foot parcel with the combined compensation amount of \$200.00, along with the Site Improvement compensation amount of \$100.00. These parcels are a portion of property owned by Ethel Best and are located at 976-978 Academy Hill Road in the Town of Milan.

Related expenses in the amount of \$1,000 are included in the Total Current Year Cost.

Prepared by: Matthew W. Davis

2929

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Dutchess Co. Bridge M-7 Academy Hill Rd - CR 51 Bridge Replacement over the Roeliff Jansen Kill

PIN: n/a Map No.: 02 Parcels: 3, 4 & 5

This Agreement by and between ETHEL BEST hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS hereinafter referred to as "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

- ☒ *all right title and interest to 392± square feet of real property*
- ☐ *a permanent easement to ± square feet of real property*
- ☒ *a temporary easement to 125± square feet of real property*

Located at 976 - 978 Academy Hill Road, Town of Milan, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain deed dated January 14, 2002, and recorded February 5, 2002 in Instrument # 2002-12101 in the Office of the County Clerk for Dutchess County, New York (re: Tax Map No. 6673-00-070302), and being the same lands designated as parcels 3, 4 & 5 on Exhibit "A", attached hereto.

- 2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: trees and gravel.
- 3. PURCHASE PRICE. The total purchase price is FOUR HUNDRED AND 00/100 DOLLARS (\$400.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
- 4. PAYMENT. All by check at closing.
- 5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Dutchess County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
- 6. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement(s) shall be for years.
- 7. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
 - A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above.
 - B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.

8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
13. ADDENDA. The following Addenda are incorporated into this agreement:
[] Cost to Cure [X] Other No trees or shrubs to be damaged or cut down without permission.

IN WITNESS WHEREOF, on this _____ day of _____, 2015, the parties have entered into this Agreement.

Witness:

Margaret Billerick

Ethel Best
Ethel Best
Date: August 12, 2015

COUNTY OF DUTCHESS

Witness: _____

By: _____
Print Name: _____
Title: _____ (PB)

ACADEMY HILL ROAD - COUNTY ROAD 51
BRIDGE REPLACEMENT
OVER THE ROELIFF JANSEN KILL

DUTCHESS COUNTY
ACQUISITION MAP

MAP NO. 2
PARCEL NOS. 3, 4 & 5
SHEET 2 OF 2 SHEETS

All that piece or parcel of property hereinafter designated as Parcel No. 3, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning of a point on the southeasterly boundary line (by use of Academy Hill Road - County Road No. 51) of its intersection with the division line between the lands now or formerly of Marianna Wuritzer Bruck (reputed owner) on the north and the lands now or formerly of Ethel Best (reputed owner) on the south, said point being 351 feet distant southeasterly measured at right angles from Station 4+621 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill, thence southeasterly along said division line 51 feet to a point 401 feet distant southeasterly measured at right angles from Station 4+612 of said baseline, thence S 33°13'55" W, through the lands now or formerly of Marianna Wuritzer Bruck (reputed owner), 141 feet to a point on the first mentioned southeasterly boundary line (by use of Academy Hill Road - County Road No. 51), said point being 391 feet distant southeasterly measured at right angles from Station 4+471 of said baseline, thence northwesterly and northeasterly along said southeasterly boundary line (by use of Academy Hill Road 191 feet to the point of beginning, being 67 square feet of land, more or less.

ALSO

All that piece or parcel of property hereinafter designated as Parcel No. 4, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning of a point on the southeasterly boundary line (by use of Academy Hill Road - County Road No. 51), said point being 381 feet distant southeasterly measured at right angles from Station 4+381 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill, thence through the lands now or formerly of Ethel Best (reputed owner) the following three (3) courses and distances: 1) S 56°46'05" E, 181 feet to a point 55.52 feet distant southeasterly measured at right angles from Station 4+371.5 of said baseline; 2) S 33°13'55" W, 18.00 feet to a point 54.52 feet distant southeasterly measured at right angles from Station 4+19.18 of said baseline; and 3) N 56°46'05" W 181 feet to a point on the first mentioned southeasterly boundary line (by use of Academy Hill Road - County Road No. 51), said point being 361 feet distant southeasterly measured at right angles from Station 4+201 of said baseline, thence northeasterly along said southeasterly boundary line of Academy Hill Road 181 feet to the point of beginning, being 325 square feet of land, more or less.

AND ALSO

TEMPORARY EASEMENT FOR WORK AREA AND GRADING

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area and grading in connection with the reconstruction of the highway and appurtenances for use and exercise during the construction or reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes, and released by the Dutchess County Superintendent of Highways or other authorized representative acting for Dutchess County, or its assigns, such easement shall be exercised in and to all that piece or parcel or property hereinafter designated as Parcel No. 5 as shown on the accompanying map and described as follows:

All that piece or parcel of property hereinafter designated as Parcel No. 5, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning of a point on the southeasterly boundary line (by use of Academy Hill Road - County Road No. 51), said point being 361 feet distant southeasterly measured at right angles from Station 4+201 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill, thence through the lands now or formerly of Ethel Best (reputed owner) the following five (5) courses and distances: 1) S 56°46'05" E, 181 feet to a point 54.52 feet distant southeasterly measured at right angles from Station 4+19.18 of said baseline; 2) S 33°13'55" E, 18.00 feet to a point 55.52 feet distant southeasterly measured at right angles from Station 4+371.5 of said baseline; 3) S 56°46'05" E, 51 feet to a point 60.51 feet distant southeasterly measured at right angles from Station 4+36.84 of said baseline; 4) S 33°13'55" W, 53.05 feet to a point 57.21 feet distant southeasterly measured at right angles from Station 3+83.89 of said baseline; and 5) N 62°58'18" W, 221 feet to a point on the division line between lands now or formerly of Ethel Best (reputed owner) on the northeast and lands now or formerly of Martha S. Steckler (reputed owner) on the southwest, said point being 351 feet distant southeasterly measured at right angles from Station 3+831 of said baseline, thence northwesterly along said division line 241 feet to a point on the first mentioned southeasterly boundary line (by use of Academy Hill Road - County Road No. 51), said point being 16 feet distant southeasterly measured at right angles from Station 3+981 of said baseline, thence northeasterly along said southeasterly boundary line (by use of Academy Hill Road 381 feet to the point of beginning, being 1,219 square feet of land, more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property above delineated as Parcel No. 5 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

The above mentioned survey baseline is a portion of the 2014 survey baseline for the Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill and is described as follows:

Beginning of Station 3+79.13; thence North 29°43'31" East to Station 6+10.51.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date 4-7 2015

Hoel H.S. Knille, AIA, ASLA
Commissioner of Public Works

Recommended by:

Date April 6 2015

Robert H. Bolkind, P.E.
Deputy Commissioner of Public Works



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date MARCH 12 2015
CREIGHTON MARKING ENGINEERING, LLP

Donald G. Sovey Land Surveyor
P.L.S. License No. 050078

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

Present: 10
 Absent: 2
 Vacant: 0

Resolution: ✓
 Motion:

Total : 10 0
 Yes No
 Abstentions: 0

2015241 AUTHORIZING TWO ACQUISITIONS IN FEE FROM ETHEL BEST FOR THE PROJECT IDENTIFIED AS BRIDGE M-7, COUNTY ROUTE 51 (ACADEMY HILL ROAD) BRIDGE REPLACEMENT OVER THE ROELIFF-JANSEN KILL, TOWN OF MILAN, DUTCHESS COUNTY

Date: October 8, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<input type="checkbox"/>	<input type="checkbox"/>
District 16 - Town of Fishkill and City of Beacon	MacAvery	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 1 - Town of Poughkeepsie	Nesbitt	<input type="checkbox"/>	<input type="checkbox"/>
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	<input type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - Town of Hyde Park	Ignaffo	<input type="checkbox"/>	<input type="checkbox"/>
District 5 - Town of Poughkeepsie	Roman	<input type="checkbox"/>	<input type="checkbox"/>
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	Johnson	<input type="checkbox"/>	<input type="checkbox"/>
District 11 - Towns of Rhinebeck and Clinton	Tyner	<input type="checkbox"/>	<input type="checkbox"/>
District 12 - Town of East Fishkill	Weiss	<input type="checkbox"/>	<input type="checkbox"/>
District 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Town of Wappinger	Incoronato	<input type="checkbox"/>	<input type="checkbox"/>
District 17 - Town and Village of Fishkill	Miccio	<input type="checkbox"/>	<input type="checkbox"/>
District 18 - City of Beacon and Town of Fishkill	Farley	<input type="checkbox"/>	<input type="checkbox"/>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	<input type="checkbox"/>	<input type="checkbox"/>
District 20 - Town of Red Hook	Strawinski	<input type="checkbox"/>	<input type="checkbox"/>
District 21 - Town of East Fishkill	Horton	<input type="checkbox"/>	<input type="checkbox"/>
District 22 - Towns of Beekman and Union Vale	Hutchings	<input type="checkbox"/>	<input type="checkbox"/>
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	<input type="checkbox"/>	<input type="checkbox"/>
District 24 - Towns of Dover and Union Vale	Surman	<input type="checkbox"/>	<input type="checkbox"/>
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Present: 23

Resolution: ☒

Total : 23 0

Absent: 2

Motion: ☐

Yes No

Vacant: 0

Abstentions: 0

2015241 AUTHORIZING TWO ACQUISITIONS IN FEE FROM ETHEL BEST FOR THE PROJECT IDENTIFIED AS BRIDGE M-7, COUNTY ROUTE 51 (ACADEMY HILL ROAD) BRIDGE REPLACEMENT OVER THE ROELIFF-JANSEN KILL, TOWN OF MILAN, DUTCHESS COUNTY

Date: October 13, 2015

RESOLUTION NO. 2015242

RE: AUTHORIZING MUNICIPAL CORPORATION AGREEMENTS
FOR THE PROVISION OF ADDITIONAL POLICE PROTECTION
SERVICES BY THE DUTCHESS COUNTY SHERIFF TO
REQUESTING MUNICIPAL CORPORATIONS

Legislators ROMAN, ROLISON, FLESLAND, BOLNER, SAGLIANO, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, General Municipal Law Section 119 defines "municipal corporation" as a town or fire district or school district, among other things, and

WHEREAS, pursuant to General Municipal Law Section 119-o, municipal corporations may request additional police services which are more intensive than usually and normally supplied by the Dutchess County Sheriff and involve a greater County outlay in money, personnel and equipment, and

WHEREAS, pursuant to General Municipal Law Section 119-o and Section 209-m, the County may be reimbursed by the requesting municipal corporations for the cost of such additional police services provided by the Sheriff, and

WHEREAS, several municipal corporations within the County require additional police services and have requested the Sheriff to provide such services, and

WHEREAS, the provision of such additional police services will be more intensive than is usually and normally supplied by the Sheriff and will involve a greater County outlay in money, personnel and equipment, and

WHEREAS, the attached agreement is proposed to be used for municipal corporations requesting such services, and sets forth the terms and conditions for such additional police services and reimbursement therefore, and

WHEREAS, it is necessary for the Legislature to approve such municipal corporation agreements and to authorize the County Executive or his designee to execute the above agreements, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed municipal corporation agreement so that the Sheriff can provide additional police protection services to those municipalities that require such services and authorizes the County Executive or his designee to execute such agreements in substantially the same form as attached hereto.

CA-150-15

CRC/kvh/G-0224

9/15/15

Fiscal Impact: None.

County to be reimbursed actual expenses.

NO FURTHER ACTION TAKEN IN 2015

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This resolution is to authorize agreements that represent a continuation of service to municipalities. The cost of these services is billed back to the municipality and the program as a whole is provided at no cost to the county. The appropriations and revenue associated with these contracts is included in the budget.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 9/9/2015

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and XXXXXXXXXXXX, a municipal corporation, whose address is XXXXXXXXXXXX (hereinafter referred to as the "TOWN") and **ADRIAN H. ANDERSON**, the **SHERIFF OF THE COUNTY OF DUTCHESS**, with offices at 150 North Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

WITNESSETH:

WHEREAS, the Town has requested that the County of Dutchess authorize the Sheriff of Dutchess County to provide extra police services, over and above the police protection budgeted and allocated for the Town, and

WHEREAS, the Town understands that such police service may require the appointment of Deputy Sheriffs on an overtime basis and must comply with the Fair Labor Standards Act and the current Agreement between the County of Dutchess, the Dutchess County Sheriff and the Deputy Sheriff's P.B.A., Inc., and be subject to the further condition that Deputy Sheriffs are available for the overtime employment as the Town schedules with the Sheriff, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as town or fire district or School District, among other things, and

WHEREAS, the Town agrees to pay the cost set forth in the administrative fee schedule attached hereto and made a part hereof in connection with the provision of the additional police protection services, and

WHEREAS, the Dutchess County Legislature has approved Agreements of this nature by Resolution No. _____, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County and the Sheriff agree to furnish police protection services including personnel, equipment and supplies in excess of that which is usually and normally furnished by the Sheriff's Office to the Town, as follows:

- (a) The Sheriff and the Town shall arrange for the additional police protection to be provided to the Town by the Sheriff. The Town shall give the Sheriff one week's advance notice of any change to the dates and times it seeks the additional police protection. The Sheriff shall designate an individual from his department and the Town shall designate a representative to make or receive the requests for additional police protection or to confer upon matters concerning the delivery of such services.
- (b) The Sheriff shall provide sufficient Deputy Sheriffs and patrol cars to patrol the Town during the scheduled hours, which shall constitute the additional protection. The Sheriff, in his sole discretion, shall determine the number of personnel, equipment and supplies necessary to provide the additional police protection requested. In the event the Town seeks additional protection not previously scheduled, the Town shall so notify the Sheriff as set forth in paragraph "1(a)." In the event the Sheriff is unable to provide the additional police protection requested and/or scheduled by the Town, the Sheriff shall so notify the Town.
- (c) The Sheriff shall provide additional police protection within the boundaries of the Town during scheduled hours. Only emergencies (as determined by the Sheriff's Department), the pursuit of a violator or the processing of persons arrested will result in an officer being outside the Town during scheduled hours. The Town shall be credited for any time when a scheduled Deputy Sheriff is required to leave the Town to assist in an emergency unrelated to the police services provided to the Town.
- (d) The Sheriff shall enforce State statutes and local laws.
- (e) The planning, organization, scheduling, direction and supervision of the Sheriff's personnel and all other matters incident to the delivery of additional police protection to the Town shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the Town.
- (f) Any conflict between the Town and the Sheriff regarding the extent or manner of performance of additional police protection delivered to the Town shall be resolved by the Sheriff, whose decision shall be final and conclusive.
- (g) It is understood that this additional coverage will in no way diminish the regular patrols customarily provided outside this contract for the Town by the Sheriff's Department.

2. EQUIPMENT AND FACILITIES.

- (a) Except as otherwise stipulated, the County and the Sheriff shall furnish all personnel, equipment and supplies required to provide additional police protection to the Town.
- (b) The County and the Town shall retain title to the property each may require to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

3. TERM OF AGREEMENT. This Agreement shall be effective xx xx, 20xx and shall terminate on xx xx, 20xx, unless otherwise terminated as set forth herein.

4. PAYMENT. As full and complete consideration for the services so rendered, the Town shall pay a total sum not to exceed xx THOUSAND and 00/100 (\$xx,000.00) DOLLARS, per the attached 2015 Administrative Fee Schedule.

5. LIABILITY.

- (a) County: The County shall assume liability for, defend against, and secure the Town from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the Sheriff and arising out of the performance of this Agreement. The County maintains general liability and police professional insurance and shall name the Town as additional insured on such policies for the services provided under this Agreement.
- (b) Town: The Town shall assume liability for, defend against, and exempt the County and the Sheriff from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the Town, its employees, servants or agents.

6. PERSONNEL.

- (a) Employee Status: For purposes of this Agreement only, all persons employed by the Sheriff in providing additional police protection services to the Town shall be County officers or employees, and they shall not have any benefit, status or right of Town employment.
- (b) Payment: The Town shall not be liable for the direct payments of salaries, wages or other compensation to County officers or employees providing additional police protection services to the Town under this Agreement.
- (c) Indemnity: All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the Town shall not be responsible for the payment of any benefits thereunder.

7. RETENTION OF RECORDS. The Town agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.

8. NON-ASSIGNMENT. (a) This Agreement may not be assigned by the Town nor his right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County,

(b) An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions hereof shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the Agreement.

9. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the Town of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Town of termination with cause.

In the event of termination with or without cause, the Town shall deliver to the County any records generated by the County and left in the custody care and control of the Town, and any materials and equipment in the custody or control of the Town pertaining to the Agreement. Such termination shall not give rise to any cause of action against the County for damages, expenses or other remuneration of any kind.

10. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

11. EXTENSION. This contract may be extended without further legislation consideration for additional periods of one year each, not to exceed a total of five (5) one year extensions. Extension(s) shall be in substantially the same form as that contained herein. Operational terms and conditions may be renegotiated for each one year extension.

12. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

DUTCHESS COUNTY SHERIFF
150 North Hamilton Street
Poughkeepsie, NY 12601

TOWN
address
<<City>>, <<State>> <<Zip>>

13. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

14. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

15. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

16. NO ARBITRATION. Disputes involving this contract; including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Town hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. Town must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Town will have thirty (30) calendar days after service is complete in which to respond.

18. NOTICE OF INTENT TO SUE. (a) Town agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, Town shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which Town believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Town, of the County's choice, as to any matter arising under this agreement within the 90 day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.

19. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

21. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

22. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Town at the address indicated in the introductory paragraph of this Agreement.

23. ENFORCEMENT EXPENSES. Town shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement.

24. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

25. CONFIDENTIALITY. The Town shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

26. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

Dutchess County Sheriff

TOWN

BY: _____
Print Name _____
Title _____

DUTCHESS COUNTY SHERIFF'S OFFICE
150 North Hamilton Street
Poughkeepsie New York



2015 Administrative Fee Schedule

Hourly Rate Schedule 2015			
	Annual		
	Salary	Hr Rate	Hr OT Rate
Deputy Sheriff PT		21.97	
Deputy Sheriff			
Entry Level	55946		40.191
Sr Member	99448		71.44
Administrative Fees	4.21	per hour billed	
Mileage	0.75	per mile if car is required	
Fringe Benefits Charged in addition to Hourly Rates			
Retirement 20.7%			
FICA 7.65%			

This fee schedule is an estimate. Range is from Part time member hourly rate \$21.97 to Senior member overtime rate.

Municipality will pay actual cost of member assigned plus fringe.

RESOLUTION NO. 2015243

RE: AUTHORIZING AGREEMENTS FOR THE PROVISION OF
ADDITIONAL POLICE PROTECTION SERVICES BY
THE DUTCHESS COUNTY SHERIFF TO SCHOOL DISTRICTS

Legislators ROMAN, ROLISON, FLESLAND, BOLNER, SAGLIANO, WEISS, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and school districts to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, General Municipal Law Section 119 defines "municipal corporations" as a town or fire district or school district, among other things, and

WHEREAS, pursuant to General Municipal Law Section 119-o, school districts may request additional police services which are more intensive than usually and normally supplied by the Dutchess County Sheriff and involve a greater County outlay in money, personnel and equipment, and

WHEREAS, pursuant to General Municipal Law Section 119-o and Section 209-m, the County may be reimbursed by the requesting school districts for the cost of such additional police services provided by the Sheriff, and

WHEREAS, several municipal corporations, school districts and a fire district within the County require additional police services and have requested the Sheriff to provide such services, and

WHEREAS, the provision of such additional police services will be more intensive than is usually and normally supplied by the Sheriff and will involve a greater County outlay in money, personnel and equipment, and

WHEREAS, the attached agreement is proposed to be used for school districts requesting such services, and sets forth the terms and conditions for such additional police services and reimbursement therefore, and

WHEREAS, it is necessary for the Legislature to approve such school districts agreement and to authorize the County Executive or his designee to execute the above agreements, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed school districts agreement so that the Sheriff can provide additional police protection services to those school districts that require such services and authorizes the County Executive or his designee to execute such agreements in substantially the same form as attached hereto.

CA-151-15

CRC/kvh/G-0224

9/15/2015

Fiscal Impact: None. County to be reimbursed actual expenses.

NO FURTHER ACTION TAKEN IN 2015

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13TH day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This resolution is to authorize agreements that represent a continuation of service to school districts. The cost of these services is billed back to the school district and the program as a whole is provided at no cost to the county. The appropriations and revenue associated with these contracts is included in the budget.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 9/9/2015

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and XXXXXXXXXXXX, a municipal corporation, whose address is XXXXXXXXXXXX (hereinafter referred to as the "SCHOOL DISTRICT") and **ADRIAN H. ANDERSON**, the **SHERIFF OF THE COUNTY OF DUTCHESS**, with offices at 150 North Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

WITNESSETH:

WHEREAS, the School District has requested that the County of Dutchess authorize the Sheriff of Dutchess County to provide extra police services, over and above the police protection budgeted and allocated for the School District, and

WHEREAS, the School District understands that such police service may require the appointment of Deputy Sheriffs on an overtime basis and must comply with the Fair Labor Standards Act and the current Agreement between the County of Dutchess, the Dutchess County Sheriff and the Deputy Sheriff's P.B.A., Inc., and be subject to the further condition that Deputy Sheriffs are available for the overtime employment as the School District schedules with the Sheriff, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as town or fire district or School District, among other things, and

WHEREAS, the School District agrees to pay the cost set forth in the administrative fee schedule attached hereto and made a part hereof in connection with the provision of the additional police protection services, and

WHEREAS, the Dutchess County Legislature has approved Agreements of this nature by Resolution No. _____, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County and the Sheriff agree to furnish police protection services including personnel, equipment and supplies in excess of that which is usually and normally furnished by the Sheriff's Office to the School District, as follows:

- (a) The Sheriff and the School District shall arrange for the additional police protection to be provided to the School District by the Sheriff. The School District shall give the Sheriff one week's advance notice of any change to the dates and times it seeks the additional police protection. The Sheriff shall designate an individual from his department and the School District shall designate a representative to make or receive the requests for additional police protection or to confer upon matters concerning the delivery of such services.
- (b) The Sheriff shall provide sufficient Deputy Sheriffs and patrol cars to patrol the School District during the scheduled hours, which shall constitute the additional protection. The Sheriff, in his sole discretion, shall determine the number of personnel, equipment and supplies necessary to provide the additional police protection requested. In the event the School District seeks additional protection not previously scheduled, the District shall so notify the Sheriff as set forth in paragraph "1(a)." In the event the Sheriff is unable to provide the additional police protection requested and/or scheduled by the School District, the Sheriff shall so notify the School District.
- (c) The Sheriff shall provide additional police protection within the boundaries of the School District during scheduled hours. Only emergencies (as determined by the Sheriff's Department), the pursuit of a violator or the processing of persons arrested will result in an officer being outside the School District during scheduled hours. The School District shall be credited for any time when a scheduled Deputy Sheriff is required to leave the School District to assist in an emergency unrelated to the police services provided to the School District.
- (d) The Sheriff shall enforce State statutes and local laws.
- (e) The planning, organization, scheduling, direction and supervision of the Sheriff's personnel and all other matters incident to the delivery of additional police protection to the School District shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the School District.
- (f) Any conflict between the School District and the Sheriff regarding the extent or manner of performance of additional police protection delivered to the School District shall be resolved by the Sheriff, whose decision shall be final and conclusive.
- (g) It is understood that this additional coverage will in no way diminish the regular patrols customarily provided outside this contract for the School District by the Sheriff's Department.

2. EQUIPMENT AND FACILITIES.

- (a) Except as otherwise stipulated, the County and the Sheriff shall furnish all personnel, equipment and supplies required to provide additional police protection to the School District.
- (b) The County and the School District shall retain title to the property each may require to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

3. TERM OF AGREEMENT. This Agreement shall be effective xx xx, 20xx and shall terminate on xx xx, 20xx, unless otherwise terminated as set forth herein.

4. PAYMENT. As full and complete consideration for the services so rendered, the School District shall pay a total sum not to exceed xx THOUSAND and 00/100 (\$xx,000.00) DOLLARS, per the attached 2015 Administrative Fee Schedule.

5. LIABILITY.

- (a) County: The County shall assume liability for, defend against, and secure the School District from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the Sheriff and arising out of the performance of this Agreement. The County maintains general liability and police professional insurance and shall name the School District as additional insured on such policies for the services provided under this Agreement.
- (b) School District: The School District shall assume liability for, defend against, and exempt the County and the Sheriff from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the School District, its employees, servants or agents.

6. PERSONNEL.

- (a) Employee Status: For purposes of this Agreement only, all persons employed by the Sheriff in providing additional police protection services to the School District shall be County officers or employees, and they shall not have any benefit, status or right of School District employment.
- (b) Payment: The School District shall not be liable for the direct payments of salaries, wages or other compensation to County officers or employees providing additional police protection services to the School District under this Agreement.
- (c) Indemnity: All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder.

7. RETENTION OF RECORDS. The School District agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.

8. NON-ASSIGNMENT. (a) This Agreement may not be assigned by the School District nor his right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

(b) An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions hereof shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the Agreement.

9. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the School District of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the School District of termination with cause.

In the event of termination with or without cause, the School District shall deliver to the County any records generated by the County and left in the custody care and control of the School District, and any materials and equipment in the custody or control of the School District pertaining to the Agreement. Such termination shall not give rise to any cause of action against the County for damages, expenses or other remuneration of any kind.

10. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

11. EXTENSION. This contract may be extended without further legislation consideration for additional periods of one year each, not to exceed a total of five (5) one year extensions. Extension(s) shall be in substantially the same form as that contained herein. Operational terms and conditions may be renegotiated for each one year extension.

12. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

DUTCHESS COUNTY SHERIFF
150 North Hamilton Street
Poughkeepsie, NY 12601

SCHOOL DISTRICT
address
<<City>>, <<State>> <<Zip>>

13. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

14. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

15. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), School District hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. School District must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. School District will have thirty (30) calendar days after service is complete in which to respond.

18. NOTICE OF INTENT TO SUE. (a) School District agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, School District shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which School District believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the School District, of the County's choice, as to any matter arising under this agreement within the 90 day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.

19. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

21. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

22. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the School District at the address indicated in the introductory paragraph of this Agreement.

23. ENFORCEMENT EXPENSES. School District shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement.

24. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

25. CONFIDENTIALITY. The School District shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

26. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

Dutchess County Sheriff

SCHOOL DISTRICT

BY: _____

Print Name _____

Title _____

DUTCHESS COUNTY SHERIFF'S OFFICE
150 North Hamilton Street
Poughkeepsie, New York



2015 Administrative Fee Schedule

Hourly Rate Schedule 2015			
	Annual		
	Salary	Hr Rate	Hr OT Rate
Deputy Sheriff PT		21.97	
Deputy Sheriff			
Entry Level	55946		40.191
Sr Member	99448		71.44
Administrative Fees	4.21	per hour billed	
Mileage	0.75	per mile if car is required	
Fringe Benefits Charged in addition to Hourly Rates			
Retirement 20.7%			
FICA 7.65%			

This fee schedule is an estimate. Range is from Part time member hourly rate \$21.97 to Senior member overtime rate.

Municipality will pay actual cost of member assigned plus fringe.

RESOLUTION NO. 2015244

RE: AUTHORIZING AGREEMENT FOR THE PROVISION OF
ADDITIONAL POLICE PROTECTION SERVICES BY
THE DUTCHESS COUNTY SHERIFF TO FIRE DISTRICTS

Legislators ROMAN, ROLISON, FLESLAND, BOLNER, SAGLIANO, WEISS, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into an agreement for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, General Municipal Law Section 119 defines "municipal corporation" as a town or fire district or school district, among other things, and

WHEREAS, pursuant to General Municipal Law Section 119-o, municipal corporations, as defined above, may request additional police services which are more intensive than usually and normally supplied by the Dutchess County Sheriff and involve a greater County outlay in money, personnel and equipment, and

WHEREAS, pursuant to General Municipal Law Section 119-o and Section 209-m provides that the County may be reimbursed by the requesting municipal corporations, as defined above, for the cost of such additional police services provided by the Sheriff, and

WHEREAS, several municipal corporations, school districts and a fire district within the County require additional police services and have requested the Sheriff to provide such services, and

WHEREAS, the provision of such additional police services will be more intensive than is usually and normally supplied by the Sheriff and will involve a greater County outlay in money, personnel, and equipment, and

WHEREAS, Town Law Section 176(21) provides that fire district commissioners have the powers conferred upon the fire district and that the fire districts are impliedly authorized to hold safe and orderly meetings, and therefore, are impliedly legally authorized to retain police services, and

WHEREAS, the attached agreement is proposed for use for fire districts requesting such services, and sets forth the terms and conditions for such additional police services and reimbursement therefore, and

WHEREAS, it is necessary for the Legislature to approve municipal corporation or fire district agreements, and to authorize the County Executive or his designee to execute the above agreement, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed fire district agreement authorizing the Sheriff to provide additional police protection services to those fire districts which require such services and further authorizes the County Executive or his designee to execute such agreements in substantially the same form as attached hereto.

CA-152-15

CRC/kvh/G-0224

9/15/2015

Fiscal Impact: None. County to be reimbursed actual expenses.

NO FURTHER ACTION TAKEN IN 2015

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13TH day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Sheriff - Security Other Gov't, Sheriff Fees Other Government
A.3110.26.15100.03

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$0 _____
Over Five Years: _____

Additional Comments/Explanation:

Per the agreement for security services, the East Clinton Fire District will pay the actual cost of the Deputy Sheriff assigned plus fringe, administrative fees, and mileage. The costs will be covered through the end of the year with existing appropriations, and will be completely offset by revenue from the municipality.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 8/26/2015

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and XXXXXXXXXXXXXXX, a municipal corporation, whose address is XXXXXXXXXXXXXXX (hereinafter referred to as the "FIRE DISTRICT") and **ADRIAN H. ANDERSON, the SHERIFF OF THE COUNTY OF DUTCHESS**, with offices at 150 North Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

WITNESSETH:

WHEREAS, the Fire District has requested that the County of Dutchess authorize the Sheriff of Dutchess County to provide extra police services, over and above the police protection budgeted and allocated for the Fire District, and

WHEREAS, the Fire District understands that such police service may require the appointment of Deputy Sheriffs on an overtime basis and must comply with the Fair Labor Standards Act and the current Agreement between the County of Dutchess, the Dutchess County Sheriff and the Deputy Sheriff's P.B.A., Inc., and be subject to the further condition that Deputy Sheriffs are available for the overtime employment as the Fire District schedules with the Sheriff, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as town or fire district or School District, among other things, and

WHEREAS, Town Law §176(21) provides that the fire district commissioners: shall have and exercise all the powers conferred upon the Fire District and such additional powers as shall be necessarily implied therefrom" and that the fire districts are authorized to hold meetings and, therefore, are impliedly authorized to hold safe and orderly meetings, and, therefore are impliedly legally authorized to retain police services, and

WHEREAS, the Fire District agrees to pay the cost set forth in the administrative fee schedule attached hereto and made a part hereof in connection with the provision of the additional police protection services, and

WHEREAS, the Dutchess County Legislature has approved Agreements of this nature by Resolution No. _____, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County and the Sheriff agree to furnish police protection services including personnel, equipment and supplies in excess of that which is usually and normally furnished by the Sheriff's Office to the Fire District, as follows:

- (a) The Sheriff and the Fire District shall arrange for the additional police protection to be provided to the Fire District by the Sheriff. The Fire District shall give the Sheriff one week's advance notice of any change to the dates and times it seeks the additional police protection. The Sheriff shall designate an individual from his department and the Fire District shall designate a representative to make or receive the requests for additional police protection or to confer upon matters concerning the delivery of such services.
- (b) The Sheriff shall provide sufficient Deputy Sheriffs and patrol cars to patrol the Fire District during the scheduled hours, which shall constitute the additional protection. The Sheriff, in his sole discretion, shall determine the number of personnel, equipment and supplies necessary to provide the additional police protection requested. In the event the Fire District seeks additional protection not previously scheduled, the Fire District shall so notify the Sheriff as set forth in paragraph "1(a)." In the event the Sheriff is unable to provide the additional police protection requested and/or scheduled by the Fire District, the Sheriff shall so notify the Fire District.
- (c) The Sheriff shall provide additional police protection within the boundaries of the Fire District during scheduled hours. Only emergencies (as determined by the Sheriff's Department), the pursuit of a violator or the processing of persons arrested will result in an officer being outside the Fire District during scheduled hours. The Fire District shall be credited for any time when a scheduled Deputy Sheriff is required to leave the Fire District to assist in an emergency unrelated to the police services provided to the Fire District.
- (d) The Sheriff shall enforce State statutes and local laws.
- (e) The planning, organization, scheduling, direction and supervision of the Sheriff's personnel and all other matters incident to the delivery of additional police protection to the Fire District shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the Fire District.
- (f) Any conflict between the Fire District and the Sheriff regarding the extent or manner of performance of additional police protection delivered to the Fire District shall be resolved by the Sheriff, whose decision shall be final and conclusive.
- (g) It is understood that this additional coverage will in no way diminish the regular patrols customarily provided outside this contract for the Fire District by the Sheriff's Department.

2. EQUIPMENT AND FACILITIES.

- (a) Except as otherwise stipulated, the County and the Sheriff shall furnish all personnel, equipment and supplies required to provide additional police protection to the Fire District.
- (b) The County and the Fire District shall retain title to the property each may require to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

3. TERM OF AGREEMENT. This Agreement shall be effective xx xx, 20xx and shall terminate on xx xx, 20xx, unless otherwise terminated as set forth herein.

4. PAYMENT. As full and complete consideration for the services so rendered, the Fire District shall pay a total sum not to exceed xx THOUSAND and 00/100 (\$xx,000.00) DOLLARS, per the attached 2015 Administrative Fee Schedule.

5. LIABILITY.

- (a) County: The County shall assume liability for, defend against, and secure the Fire District from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the Sheriff and arising out of the performance of this Agreement. The County maintains general liability and police professional insurance and shall name the Fire District as additional insured on such policies for the services provided under this Agreement.
- (b) Fire District: The Fire District shall assume liability for, defend against, and exempt the County and the Sheriff from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the Fire District, its employees, servants or agents.

6. PERSONNEL.

- (a) Employee Status: For purposes of this Agreement only, all persons employed by the Sheriff in providing additional police protection services to the Fire District shall be County officers or employees, and they shall not have any benefit, status or right of Fire District employment.
- (b) Payment: The Fire District shall not be liable for the direct payments of salaries, wages or other compensation to County officers or employees providing additional police protection services to the Fire District under this Agreement.
- (c) Indemnity: All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the Fire District shall not be responsible for the payment of any benefits thereunder.

7. RETENTION OF RECORDS. The Fire District agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.

8. NON-ASSIGNMENT. (a) This Agreement may not be assigned by the Fire District nor his right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

(b) An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions hereof shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the Agreement.

9. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the Fire District of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Fire District of termination with cause.

In the event of termination with or without cause, the Fire District shall deliver to the County any records generated by the County and left in the custody care and control of the Fire District; and any materials and equipment in the custody or control of the Fire District pertaining to the Agreement. Such termination shall not give rise to any cause of action against the County for damages, expenses or other remuneration of any kind.

10. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

11. EXTENSION. This contract may be extended without further legislation consideration for additional periods of one year each, not to exceed a total of five (5) one year

extensions. Extension(s) shall be in substantially the same form as that contained herein. Operational terms and conditions may be renegotiated for each one year extension.

12. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

DUTCHESS COUNTY SHERIFF
150 North Hamilton Street
Poughkeepsie, NY 12601

FIRE DISTRICT
address
<<City>>, <<State>> <<Zip>>

13. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

14. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

15. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Fire District hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. Fire District must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Fire District will have thirty (30) calendar days after service is complete in which to respond.

18. NOTICE OF INTENT TO SUE. (a) Fire District agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, Fire District shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any

damages to which Fire District believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Fire District, of the County's choice, as to any matter arising under this agreement within the 90 day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.

19. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

21. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

22. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Fire District at the address indicated in the introductory paragraph of this Agreement.

23. ENFORCEMENT EXPENSES. Fire District shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement.

24. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

25. CONFIDENTIALITY. The Fire District shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

26. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

FIRE DISTRICT

Dutchess County Sheriff

BY: _____
Print Name _____
Title _____

DUTCHESS COUNTY SHERIFF'S OFFICE
150 North Hamilton Street
Poughkeepsie, New York



2015 Administrative Fee Schedule

Hourly Rate Schedule 2015			
	Annual		
	Salary	Hr Rate	Hr OT Rate
Deputy Sheriff PT		21.97	
Deputy Sheriff			
Entry Level	55946		40.191
Sr Member	99448		71.44
Administrative Fees	4.21	per hour billed	
Mileage	0.75	per mile if car is required	
Fringe Benefits Charged in addition to Hourly Rates			
Retirement 20.7%			
FICA 7.65%			

This fee schedule is an estimate. Range is from Part time member hourly rate \$21.97 to Senior member overtime rate.

Municipality will pay actual cost of member assigned plus fringe.

RESOLUTION NO. 2015245

RE: AUTHORIZING THE FINANCE DEPARTMENT TO AMEND
COMMUNITY DEVELOPMENT ACCOUNT TO EXPEND
SECTION 108 LOAN REPAYMENTS

Legislators BORCHERT, BOLNER, SAGLIANO, MAC AVERY, JETER-JACKSON, and FARLEY offer the following and move its adoption:

WHEREAS, the County is a participant in the Community Development Block Grant Program pursuant to the Housing and Community Development Act, and

WHEREAS, pursuant to the Program, the County makes loans known under the Program as Section 108 Loans, to qualified business owners for creation or expansion of their businesses, who repay the loans to the County, and

WHEREAS, by Resolution No. 144 of 1994, the Commissioner of Finance was directed to establish a Community Development account, which account has from time to time been amended, and

WHEREAS, loan repayments received by the County have exceeded the amount appropriated to date and it is necessary to appropriate additional funds, now, therefore, be it

RESOLVED, that the Commissioner of Finance is hereby authorized and directed to amend the In-House Loans Community Development Account as follows:

APPROPRIATIONS

Increase

CD.8668.2705.4404	Rehab Loans & Grants	<u>\$48,000</u>
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REVENUES

Increase

CD.8668.21700.03	Community Dev. General	<u>\$48,000</u>
------------------	------------------------	-----------------

CA-156-15

AMS/kvh/G-0179

09/15/2015

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/9/2015

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13TH day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 48,000

Total Current Year Revenue \$ 48,000
and Source

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☒ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

CD.8668.2705.4404/CD.8668.21700.03

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$0

Net County Cost (this year): \$0

Over Five Years: \$0

Additional Comments/Explanation:

Prepared by: Patricia Longbard, Accounting Clerk, Department of Planning and Development

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins	absent	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 10
 Absent: 2
 Vacant: 0

Resolution: ✓
 Motion:

Total : 10 0
 Yes No
 Abstentions: 0

2015245 AUTHORIZING THE FINANCE DEPARTMENT TO AMEND COMMUNITY DEVELOPMENT ACCOUNT TO EXPEND SECTION 108 LOAN REPAYMENTS

Date: October 8, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey	<i>absent</i>	

Present: 23

Absent: 2

Vacant: 0

Resolution: ☒

Motion: ☐

Total: 23 0

Yes No

Abstentions: 0

2015245 AUTHORIZING THE FINANCE DEPARTMENT TO AMEND COMMUNITY DEVELOPMENT ACCOUNT TO EXPEND SECTION 108 LOAN REPAYMENTS

Date: October 13, 2015

RESOLUTION NO. 2015246

RE: AUTHORIZING MUNICIPAL CORPORATION AGREEMENTS
FOR THE ELIMINATION OF THE NECESSITY OF COUNTY'S
REVIEW AND COMMENT ON CERTAIN LOCAL ACTIONS
PURSUANT TO GENERAL MUNICIPAL LAW SECTION 239

Legislators BORCHERT, BOLNER, SAGLIANO, and FARLEY offer the following and move its adoption:

WHEREAS, New York State General Municipal Law Section 239 requires local municipalities to refer applications for certain planning and zoning actions to the Dutchess County Department of Planning & Development for review, and

WHEREAS, the New York General Municipal Law Section 239 further requires the County to assess all such applications as to whether the requested action would have a "county wide" or "inter-community" impact and comment on same, and

WHEREAS, the current referral process results in the processing of applications each year from towns, villages, and cities to the County, a portion of which have neither county-wide nor inter-community impact, and

WHEREAS, New York State General Municipal Law authorizes the County to enter into agreements with local municipalities in order to determine which, if any, of the local municipal actions subject to referral may be deemed strictly matters of local determination, and therefore, not subject to the referral process, and

WHEREAS, the County hereby proposes to eliminate the necessity of the County's review and comment on such local actions, and

WHEREAS, the attached proposed agreement is for use between the referring body or other duly authorized body of a city, town or village and the Dutchess County Department of Planning & Development, which provides that certain proposed actions are of local rather than County wide concern and therefore, exempt from the New York State General Municipal Law Section 239 referral process, and

WHEREAS, it is necessary for the Legislature to approve such municipal corporation agreements and to authorize the County Executive or his designee to execute the said agreements, now therefore be it,

RESOLVED, that this Legislature hereby approves the proposed municipal corporation agreement so that the Department of Planning & Development shall eliminate the need for review and comment on such local actions and authorizes the County Executive or his designee to execute such agreements in substantially the same form as attached hereto, and

CA-157-15

AMS/kvh/G-1648

9/15/2015

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date

10/19/2015

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13TH day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13TH day of October 2015.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Jennifer Coccozza

Prepared On: August 18, 2015

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and _____, a municipality within the County of Dutchess, whose address is _____, _____, NY 12____ (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH:

WHEREAS, New York State General Municipal Law Section 239 requires local municipalities to refer applications for certain planning and zoning actions to the Dutchess County Department of Planning & Development for review, and

WHEREAS, the New York General Municipal Law Section 239 further requires the County to assess all such applications as to whether the requested action would have a "county wide" or "inter-community" impact and comment on same, and

WHEREAS, the current referral process results in the processing of applications each year from towns, villages, and cities to the County, a portion of which have neither county-wide nor inter-community impact, and

WHEREAS, New York State General Municipal Law authorizes the County to enter into agreements with local municipalities in order to determine which, if any, of the local municipal actions subject to referral may be deemed strictly matters of local determination, and therefore, not subject to the referral process, and

WHEREAS, the County hereby proposes to eliminate the necessity of the County's review and comment on such local actions, and

WHEREAS, it is hereby mutually agreed by and between the parties hereto as follows:

1. TERM OF AGREEMENT: This Agreement shall be effective January 1, 2016, and shall terminate on December 31, 2016, unless otherwise terminated as set forth herein. The term of this Agreement shall be extended automatically for a successive year, for a total of five (5) years. If either party decides to terminate this Agreement, either party shall send a written

notice of termination to the other party at least thirty (30) days before the end of any term. This Agreement shall terminate upon thirty (30) days written notice by either party to the other.

2. PAYMENT: None.

3. REFERRALS TO BE ELIMINATED: The following actions shall be eliminated from the referral and review process:

- a. administrative amendments (zoning amendments regarding fees, procedures, penalties, etc.);
- b. special use permits, use variances and area variances for residential uses; and
- c. renewals/extensions of site plans or special permits that have no changes from previous approvals.

4. REFERRALS NOT TO BE ELIMINATED: The following actions shall not be eliminated from the referral and review process:

- a. comprehensive/master plans;
- b. zoning amendments (standards, uses, definitions, district regulations, etc.);
- c. rezonings;
- d. other proposed local laws and/or other authorizations adopted pursuant to zoning (wetlands, historic preservation, affordable housing, architectural review, etc.);
- e. site plans (all);
- f. any action that constitutes a Type 1 Action under SEQRA, and
- g. special permits, use variances, and area variances for all non-residential uses.

5. NOTICES: Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Commissioner of Planning & Development
Dutchess County Dept. of Planning & Development
27 High Street
Poughkeepsie, NY 12601

Municipality
Street Address
City, State and Zip

6. ENTIRE AGREEMENT: The term of this Agreement, including any attachments, represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded in this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

MUNICIPALITY:

Eoin Wrafter, Commissioner of
Planning & Development

Name:
Title:

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*	✓	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	✓	
District 10 - City of Poughkeepsie	Jeter-Jackson*	✓	
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)	✓	
District 3 - Town of LaGrange	Borchert (C)	✓	
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins	absent	
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓	
District 15 - Town of Wappinger	Incoronato		✓
District 17 - Town and Village of Fishkill	Miccio	✓	
District 22 - Towns of Beekman and Union Vale	Hutchings	✓	

Present:	<u>10</u>	Resolution:	<u>✓</u>	Total :	<u>9</u>	<u>1</u>
Absent:	<u>2</u>	Motion:	<u> </u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2015246 AUTHORIZING MUNICIPAL CORPORATION AGREEMENTS FOR THE ELIMINATION OF THE NECESSITY OF COUNTY'S REVIEW AND COMMENT ON CERTAIN LOCAL ACTIONS PURSUANT TO GENERAL MUNICIPAL LAW SECTION 239

Date: October 8, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey	absent	

Present: 23
 Absent: 2
 Vacant: 0

Resolution: ✓
 Motion: —

Total : 23 0
 Yes No
 Abstentions: 0

2015246 AUTHORIZING MUNICIPAL CORPORATION AGREEMENTS FOR THE ELIMINATION OF THE NECESSITY OF COUNTY'S REVIEW AND COMMENT ON CERTAIN LOCAL ACTIONS PURSUANT TO GENERAL MUNICIPAL LAW SECTION 239

Date: October 13, 2015

RESOLUTION NO. 2015247

RE: AMENDING THE 2015 ADOPTED COUNTY BUDGET AS
IT PERTAINS TO STOP-DWI PROGRAM (A.3315)

Legislators ROMAN, FLESLAND, THOMES, ROLISON, and HORTON offer the following and move its adoption:

WHEREAS, New York State Governor's Traffic Safety Committee awarded Dutchess County STOP-DWI an Impaired Driving Crackdown Grant in the sum of \$119,210, to participate in an Impaired Driving Crackdown enforcement initiative through NYS STOP-DWI Foundation, and

WHEREAS, the intent of this initiative is to revitalize and enhance the visibility of the STOP-DWI Program through multi-agency coordinated impaired driving checkpoints which shall be conducted during eight (8) identified statewide crackdown periods and will include assignment of certified Drug Recognition Experts (DRE) to aid in the identification and apprehension of drivers impaired by drugs other than alcohol, and

WHEREAS, the grant project runs from October 1, 2015 through September 30, 2016 and this resolution will appropriate the 2015 portion (\$35,000) and the remaining balance will be appropriated in the 2016 budget (\$84,210), and

WHEREAS, it is necessary to amend the 2015 Adopted County Budget to provide for the receipt and expenditure of these grant funds, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2015 Adopted County Budget as follows:

APPROPRIATIONSIncrease

A.3315.4412	Impaired Driving Grant	<u>\$35,000</u>
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REVENUESIncrease

A.3315.43890.07	Other Safety Impaired Driving Det.	<u>\$35,000</u>
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CA-162-15
AMS/kvh/G-1142
10/7/15
Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

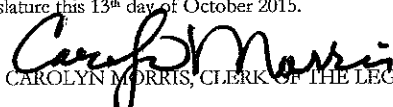
APPROVED


MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/19/2015

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 35,000

Total Current Year Revenue \$ 35,000

and Source
Governor's Traffic Safety Committee (GTSC)

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☒ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

A.3315.4412

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$0 _____

Over Five Years: _____

Additional Comments/Explanation:

The Dutchess County STOP-DWI Program has been approved to participate in an Impaired Driving Crackdown enforcement initiative through the NYS STOP-DWI Foundation in the amount of \$119,210.13 for the grant cycle of October 1, 2015 through September 30, 2016. We are requesting that \$35,000 be appropriated to line 3315.4412 to cover grant billing through December 31, 2015 and the balance of \$84,210 for the 2016 budget.

Prepared by: _____ Prepared On: _____

Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman (C)		
District 9 - City of Poughkeepsie	Johnson	absent	
District 12 - Town of East Fishkill	Weiss		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (VC)		

Present: 10

Resolution: ✓

Total : 10 0

Absent: 2

Motion:

Yes
Abstentions: 0 No

Vacant: 0

2015247 AMENDING THE 2015 ADOPTED COUNTY BUDGET AS IT PERTAINS TO
STOP-DWI PROGRAM (A.3315)

Date: October 8, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey	<i>absent</i>	

Present: 23

Absent: 2

Vacant: 0

Resolution: ☒

Motion: ☐

Total : 23 0

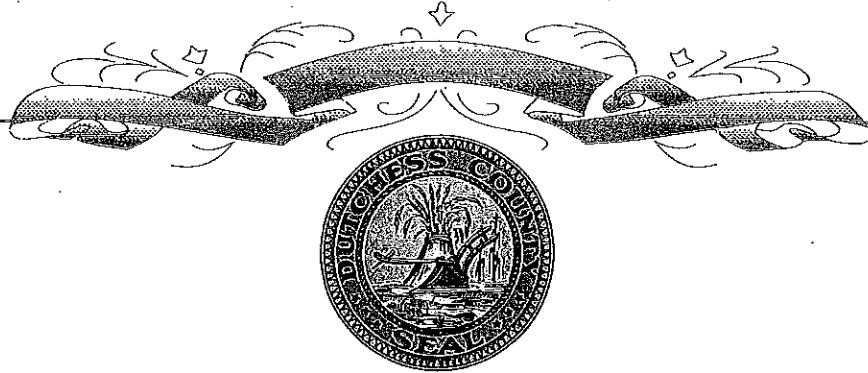
Yes No

Abstentions: 0

2015247 AMENDING THE 2015 ADOPTED COUNTY BUDGET AS IT PERTAINS TO STOP-DWI PROGRAM (A.3315)

Date: October 13, 2015

Dutchess County Legislature



PROCLAMATION: RECOGNIZING OCTOBER 2015 AS ANTI-BULLYING AWARENESS MONTH

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, bullying is physical, verbal, sexual, or emotional harm or intimidation intentionally directed at a person or group of people, and

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools, and through technology such as the internet and cell phones, and

WHEREAS, we must safeguard schools and communities for our children, and through our recognition of the serious issues that face them each day, offer our children an environment that holds promise and security, and

WHEREAS, many organizations, school districts, educators, and parents have publicly expressed concern about the bullying of children, and

WHEREAS, each day an estimated 160,000 children refuse to go to school because they dread the physical and verbal aggression of their peers and the loneliness that comes from being excluded and made the target of rumors and cyber-bullying, and many more students attend school in a chronic state of anxiety, and

WHEREAS, it is important that we acknowledge and heighten awareness about the serious issues and the negative effects of bullying, including the long-term damage it can cause in our youth, as well as the risks of teenage suicide, and

WHEREAS, providing a safe physical and emotional environment is a significant goal and a personal responsibility of each individual, and

WHEREAS, on October 1 the Mediation Center of Dutchess County hosted Bullying Prevention: a community conversation to help bring awareness and to prevent bullying, and

WHEREAS, many schools in Dutchess County are being trained in and use the Olweus Bullying Prevention Program, the most researched and best known bullying prevention program, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby proclaim October as Anti-Bullying Awareness Month in Dutchess County as a symbol of our commitment to the year-round struggle against bullying and to encourage awareness and participation in activities designed to make Dutchess County safer for all children and adolescents.

STATE OF NEW YORK Resolution No. 2015248

ss:

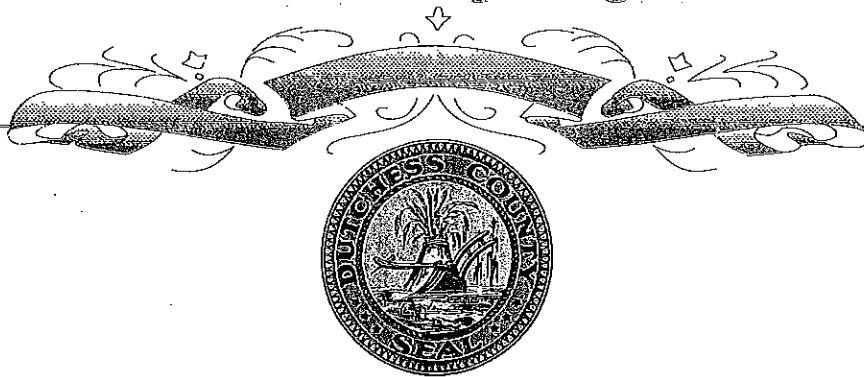
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13TH day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature



Commendation: Michael Merritt, Jr.

Legislator MacAvery offers the following and moves its adoption:

WHEREAS, Michael Merritt, Jr., is a member of Boy Scout Troop 95 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor, and

WHEREAS, Michael Merritt, Jr., has demonstrated a commitment to the highest ideals of Scouting and to his community earning 27 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Eagle Scout Michael Merritt, Jr., has held the positions of Assistant Patrol Leader, Instructor, Patrol Leader, Assistant Senior Patrol Leader, 2013 Jamboree Patrol Leader Troop A449, and he is currently the Junior Assistant Scoutmaster and was the recipient of the Troop 95 McFarland Leadership Award in 2012, two Scout Law Awards, and is a Brotherhood member of the Order of the Arrow, and he also earned the Emergency Preparedness Award, World Conservation Award, and completed the Mile Swim twice, and

WHEREAS, Michael's Eagle Scout Project was performed on the military mile section of the Dutchess County Rail Trail near Sprout Creek where he built an informational kiosk to memorialize Camp Whitman, a military encampment located in Fishkill Plains which was used by the New York National Guard during the summer of 1915 and was home to 5,000 guardsmen, and Michael solicited the help of fourteen Scouts, friends, and relatives to complete his project, and collectively they accounted for 142 volunteer service hours, and worked with Steve Olsen from the Dutchess County Parks Department to make it happen, and the total project cost was \$530.76 which he collected \$500.00 in donations to fund it, and

WHEREAS, Michael is a senior at Beacon High School where he ranks 4th in a class of 232 with a non-weighted GPA of 98.2, has an overall SAT score of 1860 when taken in the fall of 2014, his Junior year, a National Honor Society member, on the Principal's Honor Roll every quarter since middle school, a Scholar athlete in 2013 and 2014, played JV Football and is Varsity Football Captain, 2015, and after graduation he plans on attending the United States Military Academy at West Point, New York, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Eagle Scout Michael Merritt, Jr., and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Michael Merritt, Jr., its best wishes in all of his future endeavors.

STATE OF NEW YORK

Resolution No. 2015249

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13TH day of October 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2015.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LAID ON DESKS 10/13/15

RESOLUTION NO. 2015250

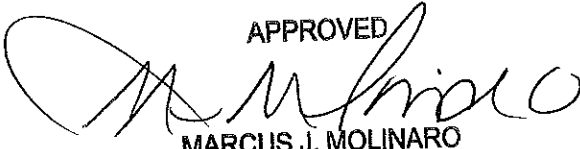
RE: LOCAL LAW NO. 7 OF 2015, A LOCAL LAW
AMENDING THE DUTCHESS COUNTY CHARTER AND
ADMINISTRATIVE CODE TO MERGE THE DEPARTMENTS OF
HEALTH AND MENTAL HYGIENE TO CREATE
THE DEPARTMENT OF BEHAVIORAL & COMMUNITY HEALTH

Legislators ROLISON, FLESLAND, BOLNER, HORTON, SAGLIANO,
WEISS, and JETER-JACKSON offer the following and move its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No.
7 of 2015 which has been submitted this day for consideration by said Legislature.

CA-168-15
JMF/CAB/CRC/kvh/
G-1611-I
10/13/15

Fiscal Impact: None

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/7/2015

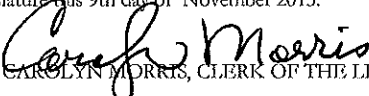
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of November 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of November 2015.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LOCAL LAW NO. 7 of 2015

RE: LOCAL LAW NO. 7 OF 2015, A LOCAL LAW
AMENDING THE DUTCHESS COUNTY CHARTER AND
ADMINISTRATIVE CODE TO MERGE THE DEPARTMENTS OF
HEALTH AND MENTAL HYGIENE TO CREATE
THE DEPARTMENT OF BEHAVIORAL & COMMUNITY HEALTH

BE IT ENACTED by the County Legislature of the County of Dutchess, State of New York as follows:

SECTION 1. Legislative Intent. The Legislature hereby determines that the Department of Mental Hygiene should be merged with the Department of Health to create the Department of Behavioral & Community Health under the supervision of a Commissioner of Behavioral & Community Health; in order to coordinate the services set forth herein and to assure that those services are provided to residents of Dutchess County in an efficient and cost effective manner.

SECTION 2: Articles VII of the Charter and Administrative Code of Dutchess County are hereby amended to rename the Department of Health the Department of Behavioral & Community Health. All references in these Articles, as well as any other references in the Charter or the Administrative Code to the Department of Health and Commissioner of Health, shall be amended to read Department of Behavioral & Community Health or Commissioner of Behavioral & Community Health. Notwithstanding the foregoing, the County of Dutchess shall remain a "Health District," as defined by Article 3, Section 340 of the New York Public Health Law. The Commissioner of Behavioral & Community Health shall retain all the powers and duties conferred or imposed upon a county commissioner of health.

SECTION 3: Article IX of the Charter and Code of Dutchess County are hereby eliminated.

DUTCHESS COUNTY CHARTER

SECTION 4. Article VII of the Dutchess County charter is hereby amended to add the Division of Mental Hygiene within the Department of Behavioral & Community Health and shall provide as follows:

Section 7.01. County Health District; Department of Behavioral & Community Health; Commissioner; Appointment; Qualifications; Term. The County of Dutchess shall be a health district. There shall be a Department of Behavioral & Community Health under the direction of a Commissioner of Behavioral & Community Health, who shall be appointed by the County Executive, subject to confirmation by the County Legislature. At the time of his or her appointment, and throughout his or her term of office, the Commissioner shall be and remain duly licensed and entitled to practice medicine in the State of New York and shall have such other qualifications as may be required by law. He or she shall be appointed on the basis of his or

her professional experience and other qualifications for the responsibilities of his or her office. He or she shall be directly responsible to and, unless otherwise required by law, serve at the pleasure of the County Executive.

Section 7.02. Powers and Duties. The Commissioner of Behavioral & Community Health shall be the chief administrative officer of the department. Except as otherwise provided in this Charter he or she shall have all the powers and perform all the duties conferred or imposed by law upon a county commissioner of health, and shall perform such other and related duties required by the County Executive or County Legislature.

Section 7.03. Board of Health; Appointment; Powers and Duties. There shall be within the department a Board of Health whose members shall be appointed by the County Legislature in the manner and for the term provided in the Public Health Law. The Board of Health, subject to the provisions of the Public Health Law and the State Sanitary Code, shall have the power to formulate, adopt, promulgate, amend or repeal such rules and regulations as may affect public health within the County; to formulate, adopt, promulgate, amend or repeal a County Sanitary Code; to consider any matters that may come to its attention relating to the preservation and improvement of public health within the County, and advise the Commissioner thereon, either at his or her request or upon its own initiative, and from time to time to make recommendations to the Commissioner thereon.

Section 7.04. Deputy Commissioners and Staff. The Commissioner of Behavioral & Community Health shall have the power to appoint such Deputy Commissioners, assistants and employees of his or her department as shall be authorized by the County Legislature. At the times of their appointment, and throughout their terms of office, all Deputy Commissioners of Behavioral & Community Health, except for the Deputy Commissioner of Behavioral & Community Health for Mental Hygiene, if any, shall be and remain duly licensed and entitled to practice medicine in the State of New York, and shall have such other qualifications as may be required by law. All Deputy Commissioners, assistants and employees of the department shall be directly responsible to, and serve at the pleasure of the Commissioner, except as otherwise provided by this Charter, the Administrative Code or applicable law.

Section 7.05. Acting Commissioner. The Commissioner of Behavioral & Community Health, subject to approval by the County Executive, shall designate in writing, and in order of succession, the Deputy Commissioners and assistants who shall be Acting Commissioner of Behavioral & Community Health in the event of his or her absence from the County or inability to perform and exercise the powers and duties of his or her office. In the absence of a Deputy Commissioner who is duly licensed and entitled to practice medicine in the State of New York, the Acting Commissioner shall be the Medical Examiner. Such designation shall be filed with the County Clerk and the Clerk of the County Legislature and may be revoked at any time by the Commissioner filing a new written designation and order of succession. The Acting Commissioner of Behavioral & Community Health shall have all the powers and perform all the duties of the Commissioner.

Section 7.06. Director of Weights and Measures III. Within the Department of Behavioral & Community Health, there shall be a Director of Weights and Measures III who shall have the powers and duties of a county director of weights and measures as described in Article 16 of the New York State Agriculture and Markets Law. The Director shall also perform

such other and related duties as required by the Commissioner of Behavioral & Community Health provided such additional powers and duties deal primarily with services designed to aid and protect the consumer and are not inconsistent with the provisions of Article 16 of the New York State Agricultural and Markets Law.

Section 7.07. Veterans Services. The Director of Veterans Services shall:

1. Inform military and naval authorities of the United States and assist members of the armed forces and veterans, who are residents of this county, and their families, in relation to:

- a. matters pertaining to educational training and retraining services and facilities,
- b. health, medical and rehabilitation services and facilities,
- c. provisions of federal, state and local laws and regulations affording special rights and privileges to members of the armed forces and veterans and their families,
- d. employment and re-employment services,
- e. other matters of similar, related or appropriate nature,
- f. assist families of members of the reserve components of the armed forces and organized militia ordered into active duty to ensure that they are made aware of and receiving all appropriate support available to them and are placed in contact with the agencies responsible for such support, including but not limited to, the division of military and naval affairs and other state agencies responsible for providing such support,
- g. perform such other duties as may be assigned by the state director of veterans' affairs and,
- h. such other services as may from time to time be allowed or deleted by state statute, rule or regulation.

2. The Director of Veterans Services shall also hold the title of the County Director of Veterans' Service Agency as set forth in Article 17 of the New York State Executive Law and he/she shall be a veteran.

3. The Commissioner of Behavioral & Community Health in consultation with the Director of Veterans Services may from time to time add or delete such programs as allowed by statute, rule or regulation.

Section 7.08. Division of Mental Hygiene; Director of Community Services; Appointment; Qualifications; Term. There shall be a Division of Mental Hygiene under the direction of such qualified personnel as the Commissioner may appoint. There shall be within the division a designated Director of Community Services who shall be appointed by the Commissioner of Behavioral & Community Health. At the time of his or her appointment, and throughout his or her term of office, he or she shall possess the qualifications prescribed by the Mental Hygiene Law and the New York State Commissioner of Mental Hygiene, and he or she shall be appointed on the basis of his or her professional experience and other qualifications for the responsibilities of his or her office. He or she shall be directly responsible to, and serve at the pleasure of, the Commissioner of Behavioral & Community Health.

Section 7.09. Powers and Duties. Except as may otherwise be provided in this Charter, he or she shall have all the powers and perform all the duties conferred or imposed by law upon a county director of community services.

Section 7.10. Mental Hygiene Board; Powers and Duties; Vacancies. There shall be within the Department of Behavioral & Community Health a Mental Hygiene Board which shall be advisory to the Division of Mental Hygiene. Its composition, duties and responsibilities shall be as set forth in the Dutchess County Administrative Code and Mental Hygiene Law.

Section 7.11. Acting Director of Community Services. The Commissioner of Behavioral & Community Health, subject to the approval of the County Executive, shall designate in writing, and in order of succession, the qualified employees who shall be Acting Director of Community Services in the event of the Director of Community Services' absence from the County or inability to perform and exercise the powers and duties of his or her office. Such designation shall be filed with the County Clerk and the Clerk of the County Legislature and may be revoked at any time by the Commissioner of Behavioral & Community Health filing a new written designation and order of succession. The Acting Director of Community Services shall have all the powers and perform all of the duties of the Director of Community Services.

DUTCHESS COUNTY ADMINISTRATIVE CODE

SECTION 5. Article VII of the Dutchess County Administrative Code shall be amended to add new Sections and shall provide as follows:

Section 7.01. Board of Health; Sanitary Code; Procedure for Adoption.

(a) The affirmative vote of a majority of the total membership of the Board of Health shall be required to pass any rule, regulation, order or direction which constitutes an amendment or addition to the County Sanitary Code. On the final passage, the question shall be taken by ayes and noes, and the names of the members present and their vote shall be entered in the minutes of proceedings.

(b) Every rule, regulation, order or direction which constitutes an amendment or addition to the County Sanitary Code shall be mailed or delivered in final form to each member at least 10 calendar days, exclusive of Sunday, prior to its final passage, unless the County Executive certifies as to the necessity for its immediate passage, and, in such event, such rule, regulation, order or direction may be passed by the affirmative vote of two-thirds of the total membership of the Board of Health.

(c) The Board of Health shall hold a public hearing on every rule, regulation, order or direction which constitutes an amendment or addition to the County Sanitary Code prior to its final passage. Such public hearing shall be on at least five days' notice, published in the official daily newspapers in the County of Dutchess.

(d) The Board of Health shall cause to be published annually a supplement to the County Sanitary Code which shall indicate all additions to, repeals, and amendments of any section of said Code.

(e) The Commissioner of Behavioral & Community Health shall cause to be furnished certified copies of the County Sanitary Code and its amendments for such fee as may be authorized by law.

Section 7.02. County Sanitary Code; Violations and Penalties.

The provisions of the County Sanitary Code shall have the force and effect of law. Any violation or non-conformance with any provision of such County Sanitary Code or of any rule, regulation, order or direction made thereunder shall constitute a misdemeanor punishable by a fine of not more than fifty dollars or by imprisonment for not more than six months or by both such fine and imprisonment. Certified copies of the County Sanitary Code shall be received in evidence in all courts and proceedings in the State.

Section 7.03. Board of Health; Powers and Duties.

The Board of Health shall, in consultation with the Commissioner, prepare recommendations for meeting the public health needs of Dutchess County. Copies of the recommendations shall be transmitted to the County Executive for his or her evaluation and referral within sixty (60) days to the County Legislature and the State Commissioner of Health. The Board of Health shall have and exercise such other powers and duties conferred upon such Board by the County Charter or this Code.

Section 7.04. Health Services, Intergovernmental Cooperation.

The County Executive, upon recommendation of the Commissioner and the Board of Health, shall have the power to enter into contracts to obtain or render health services, pursuant to Section 33.02 of the Charter.

Section 7.05. Mental Hygiene Advisory Board; Appointment; Officers; Meetings.

There shall be in the Department of Behavioral & Community Health a Mental Hygiene Advisory Board whose members shall be appointed by the County Legislature in the manner and for the term provided in the Mental Hygiene Law for Community Mental Health Boards. Each member of the Community Mental Health Board shall continue to hold office for the balance of his or her other respective term, at the conclusion of which the applicable appointive provisions of this Code shall become effective. The Mental Hygiene Advisory Board shall elect annually a Chairman, Vice-Chairman, and a Secretary from among its members. Meetings of the Mental Hygiene Advisory Board shall be held at least quarterly at the call of the Chairman of such Board or the Director of Community Services, on three (3) days' written notice, mailed to such board members. Vacancies in the membership of said Board, occurring otherwise than by expiration of term shall be filled by appointment by the County Legislature for the unexpired terms.

Section 7.06. Mental Hygiene Advisory Board; Powers and Duties.

The Mental Hygiene Advisory Board, shall in consultation with the Director of Community Services prepare recommendations for meeting the mental health needs of Dutchess County. Copies of the recommendations shall be transmitted to the County Executive for his or her evaluation and referral within sixty (60) days to the County Legislature and the State Commissioner of Mental Hygiene. The Mental Hygiene Advisory Board shall have and exercise such other powers and duties conferred upon such Board by the County Charter or this Code.

SECTION 6. Effective Date.

This local law shall take effect immediately upon full compliance with all the requisite statutes and laws applicable to its adoption and promulgation.

The foregoing Resolution No. 2015250, Local Law No. 7 of 2015, was laid on desks on October 13, 2015, and considered on November 9, 2015.

Roll call vote at that time resulted as follows:

AYES: 20 Bolner, Borchert, Farley, Flesland, Horton, Hutchings,
 Ignaffo, Incoronato, Jeter-Jackson, Miccio, Nesbitt,
 Perkins, Pulver, Rolison, Roman, Sagliano, Strawinski,
 Surman, Thomes, Weiss

NAYS: 2 Tyner and Kelsey

ABSENT: 3 MacAvery, Johnson, Amparo

Resolution adopted.

The County Executive held a public hearing on the foregoing Local Law on December 3, 2015, and signed it into law on December 7, 2015. The effective date of the Local Law was December 16, 2015.

Government Services and Administration Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 12 - Town of East Fishkill	Weiss (VC)		
District 14 - Town of Wappinger	Amparo		
District 17 - Town and Village of Fishkill	Miccio		
District 20 - Town of Red Hook	Strawinski		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (C)		

Present: 11
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion:

Total : 11 0
 Yes No
 Abstentions: 0

2015250 LOCAL LAW AMENDING THE DUTCHESS COUNTY CHARTER AND ADMINISTRATIVE CODE TO MERGE THE DEPARTMENTS OF HEALTH AND MENTAL HYGIENE TO CREATE THE DEPARTMENT OF BEHAVIORAL & COMMUNITY HEALTH

Date: November 5, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	absent	
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	absent	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		✓

Present: 22
 Absent: 3
 Vacant: 0

Resolution: ✓
 Motion: —

Total : 20 2
 Yes No
 Abstentions: 0

2015250 LOCAL LAW AMENDING THE DUTCHESS COUNTY CHARTER AND ADMINISTRATIVE CODE TO MERGE THE DEPARTMENTS OF HEALTH AND MENTAL HYGIENE TO CREATE THE DEPARTMENT OF BEHAVIORAL & COMMUNITY HEALTH

Date: November 9, 2015

On motion by Legislator Borchert, duly seconded by Legislator Bolner and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non-agenda items.

Constantine Kazolias, Poughkeepsie, spoke regarding the unsafe environment of the Dutchess Community College dorms, comments attached.

No one else wishing to speak, on motion by Legislator Weiss, duly seconded by Legislator Bolner and carried, the Regular Order of Business was resumed.

There being no further business, the Chairman adjourned the meeting at 7:45 p.m.

IN GREEK MYTHOLOGY, ONE OF HERCULES ELEVEN TASKS WAS TO KILL THE NINE HEADED SNAKE, THE HYDRA. HOWEVER, WHEN HE CUT OFF THE FIRST A HEAD, TWO SPRUNG UP IN ITS PLACE. BY TORCHING THE STUB, KILLING THE REGROWTH IN PLACE OF ANOTHER DREADED A TWO HEADED SNAKE. ONE ASKS WHERE THE CUT TWO POLITICAL SNAKES WENT TO REGROW. YOU GUESSED IT, N.Y.S. WITH ILDUCE GOV CUOMOS, SAFE GUN ACT, AND LITTLE CAESAR HEADED BY D.C. MOLLINARO DICTATING TO MUNICIPALITIES BY LOOTING THEIR SALES TAX SHARE BY INCREASING C.E, FUND BALANCE FROM 5%-TO%[20 TO 40 MILLION]. GRANTED, GIVE UNTO CAESAR WHAT IS CAESAR'S BUT MARK, DONOT STEAL FROM MUNICIPALITIES, MAKING FINANCIAL PROMISES AND KNOWING, RENEGING ON THEM BY SHORT CHANGING DIBURSEMENTS.

THE ABOVE BRINGS ME TO RESOLUTION #20155246, WHICH GIVES THE C.E. MOLLINARO THE SOLE AUTHORITY OVER THE D.C. PLANNING DEPARTMENT BY WITHHOLDING CRITICAL REQUESTED INFORMATION FROM MUNICIPALITIES FOR THEIR DEVELOPMENT. THIS IS D.C. CURRENT PRACTISE. NOW, THE C.E. WANTS TO MAKE IT LEGAL BY CHANGING THE EXISTING LAW, N.Y.S. MHL#239. FOR THE RECORD, THIS PRACTISE IS EXEMPLIFIED RECENTLY BY THE D.C. PLANNING DEPT UNDER C, E, MOLLINRO, BY TAP DANCING AROUND THE ISSUE, REGARDING SPOT ZONING FOR THE FORMER J.C.C. BY WITHHOLDING, GIVING NO INFORMATIVE INPUT AND JUST PAST IT OFF, REFERRING THE ISSUE TO THE T/POUGHKEEPSIE. FORTUNATELY, THE TOWN WAS SO CONCERN, PLANNING DIRECTOR SENT A FOUR PAGE LETTER TO CITY COMMON COUNCIL ENUMERATING AND EXPRESSING THE TOWNS CRITICAL CONCERNS. A COPY ATTACHED. BOTH CE. MOLLINARO AND CHAIRMAN ROLLISON FAVOR SPOT REZONING FOR THE J.C.C. SITE. RANDALL JOHNSON OPPOSES THE J.C.C. SPOT ZONING.


CONSTANTINE GUS KAZOLIAS

47 NOXON STREET, POUGKEEPSIE, NY 12601, 10/06/15

**Dutchess County Department of
Planning and Development**

To: <u>C/POK</u>	Date: <u>4/13</u>	# pgs: <u>2</u>
Co./Dept: <u>COMMON COUNCIL</u>	From: <u>J. Clarke</u>	
Fax #	Phone #	<u>486-3600</u>

Zoning Referral

Municipality: City of Poughkeepsie

Referring Agency: City of Poughkeepsie Common Council

Tax Parcel Number(s): 6161-49-620556

Project Name: 110 South Grand Avenue

Applicant: City of Poughkeepsie Common Council

Address of Property: 110 South Grand Avenue

DUTCHESS COUNTY
 DEPARTMENT OF
 PLANNING & DEVELOPMENT
 RECEIVED
 2015
 APR -9- PM 1:27

Type of Action:

- ☐ Local Law / Text Amendment
- ☒ Rezoning
- ☐ Site Plan
- ☐ Special Permit
- ☐ Use Variance
- ☐ Area Variance
- ☐ Other: _____

Jurisdictional Determinants:

- ☐ State Road _____
- ☐ County Road _____
- ☐ State Property
- ☐ County Property
- ☒ Municipal Boundary
- ☐ Agricultural District

Date Response Requested (if less than 30 days): 04/20/2015

If subject of a previous referral, please note County referral number(s): _____

FOR COUNTY OFFICE USE ONLY

Response from Dutchess County Department of Planning and Development

No Comments:

- ☐ Matter of Local Concern
- ☐ No Jurisdiction
- ☐ No Authority
- ☐ Withdrawn

Comments Attached:

- ☒ Local Concern with Comments
- ☐ Conditional
- ☐ Denial
- ☐ Incomplete — *municipality must resubmit to County*
- ☐ Incomplete with Comments — *municipality must resubmit to County*

Date of Submittal: 4-9

Date Submittal Received: 4-9

Date Report Requested: 4-20

Date Report Required: 5-8

Notes:

☐ Major Project

☐ Archive

☐ Discard after 2 yrs

☐ Discard after 7 yrs

Referral #: 15-134

Date of Transmittal

faxed: 4/13/15 mailed: _____

Reviewer: J. CLARKE





COUNTY OF DUTCHESS
DEPARTMENT OF PLANNING AND DEVELOPMENT

April 13, 2015

To: Common Council, City of Poughkeepsie
Re: Referral: 15-134, Rezoning for 110 South Grand Avenue
Parcel: 6161-49-620556, South Grand Avenue near the municipal boundary

The Dutchess County Department of Planning and Development has reviewed the submitted referral for countywide and intermunicipal impacts as outlined in General Municipal Law (Article 12B, §239-l/m).

Action

The City is considering the rezoning of a parcel from R-2 to R-4 (Medium-High Residential District).

Comments

Our department supports the proposed rezoning. The R-4 residential district will provide this large 6.4-acre parcel with more flexibility for additional uses that could financially support the current community-oriented activities on the property. The requirement for site plan approvals for these additional uses should ensure that any new buildings fit within the character of the surrounding neighborhood.

We also note that the City's 2010 draft zoning law, prepared in response to the previously adopted Comprehensive Plan, proposed rezoning this parcel and the adjacent parcels to the north and south for enhanced uses.

Recommendation

After considering our comments, we recommend that the Council rely on its own study of the facts in this case.

Eoin Wrafter, AICP
Acting Commissioner

By

A handwritten signature in black ink, appearing to read "John Clarke", is written over a horizontal line.

John Clarke
Development and Design Coordinator

RESOLUTION INTRODUCING ORDINANCE
AND PROVIDING FOR PUBLIC NOTICE AND HEARING

(R-15-25)

INTRODUCED BY COUNCILMEMBER RICH

BE IT RESOLVED, that an introductory ordinance, entitled "The 2015 Zoning Map Amendment for 110 South Grand Avenue" and be and it hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

BE IT FURTHER RESOLVED, that the Common Council hereby appoints and declares its intent to be "Lead Agency" for purpose of SEQRA; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed ordinance are laid upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York, at 5:45 o'clock P.M., on April 20, 2015; and

BE IT FURTHER RESOLVED, that a copy of this introductory local law shall be forwarded by the Clerk to the Planning Board, Zoning Board of Appeals, Dutchess County Planning Department, Town of Poughkeepsie and any other interested agencies for their comments; and

BE IT FURTHER RESOLVED, that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER HERMANN

Submitted to Council: April 6, 2015

Council Action: Approved

Roll call vote taken: Yes X No

Ayes 8 Nays 0 Abstain 0 Absent 0

Approved by Mayor on 4/8/15

Mayor's Signature Jim Gyle

I hereby certify the foregoing to be a true and correct copy of a Resolution duly adopted at a regular meeting of the Common Council held April 6, 2015

Donna H. Flynn
City Chamberlain

ORDINANCE AMENDING CHAPTER XIX, SECTION 19-3.2 OF
THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED ZONING MAP

(0-14-XX)

INTRODUCED BY COUNCILMEMBER _____;

BE IT ORDAINED, by the Common Council of the City of Poughkeepsie as follows:

SECTION 1: The official Zoning Map of the City of Poughkeepsie as adopted by the Common Council on February 20, 1979 and as amended thereof is further amended as follows:

Parcel # 6161-49-620556- 110 South Grand Avenue from R-2 (medium-low density residential district) to R-4(Medium High Residential District).

SECTION 2: That the Common Council of the City of Poughkeepsie as lead agency has determined that there are no other involved agencies, that the action is a unlisted action and upon the long form Environmental Assessment Form and the examination of 6 N.Y.C.R.R §617.7 of the State Environmental Quality Review Act the attached Negative Declaration is adopted because no Negative impacts anticipated will occur by reason of this text amendment.

SECTION 3: that the City Chamberlain be and she hereby is directed to amend the official Zoning Map in accordance with this Ordinance.

SECTION 4: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____;

2015 APR -9 PM 1:27

DUTCHESS COUNTY
DEPARTMENT OF
PLANNING & DEVELOPMENT
RECEIVED

62 Civic Center Plaza
P.O. Box 300
Poughkeepsie, NY 12602
Tel: (845) 451-4225
Fax: (845) 451-4239
Hours: 8:30 am to 4:00pm

**City of Poughkeepsie
Office of the City Chamberlain**

Fax

To: Dutchess County Planning Department

From: Deanne L. Flynn

Fax: 845-486-3610

Date: April 9, 2015

Phone:

Page(s) Includes cover page:

Re: Zoning Amendments

CC:

☐ Urgent

☐ Review

☐ Confidential

Comments:

Attached please find the zoning referral form, Resolution R15-25 4, setting a public hearing for the rezoning of 110 South Grand Avenue (Tax Map Number 6161-49-620556) from R-2 (medium-low density residential district) to R-4 (medium high residential district). The public hearing is set for Monday, April 20, 2015 at 5:45 p.m. I have also attached the proposed Local Law.

Thank you,

Deanne L. Flynn
City Chamberlain

Town of Poughkeepsie

Office of Municipal Development

*1 Overacker Road
Poughkeepsie, NY 12603*

*845-485-3657 Phone
845-486-7885/790-4772 Fax*

June 11, 2015

VIA E-MAIL
Original Via First Class Mail

Hon. John Tkazyik, Mayor
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, New York 12602

Hon. Members of the Common Council
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, New York 12602

*Re: Hudson Valley Community Center
110 Grand Avenue
Application for Change of Zone*

Dear Mayor Tkazyik and Members of the Common Council:

The Town of Poughkeepsie has received the May 1, 2015 communication from the City Chamberlain regarding the public hearing on the Application for Change of Zone for the Hudson Valley Community Center ("HVCC") and offers the following for your consideration.

The application for a Change of Zone is accompanied by a concept plan for development of an 86 unit senior residence project, and includes a Short Form Environmental Assessment Form and a project narrative. Unfortunately, missing from the package is any information or discussion of traffic and drainage issues associated with the project. Traffic and drainage are both key issues for the Town since Park Avenue is wholly owned and maintained by the Town, and the on-site stream drains easterly into the Town eventually reaching Vassar Lake on Raymond Avenue. Also missing from the package is any evaluation of potential water supply and sewage disposal requirements and the potential need for new distribution facilities, noting the recent problems with failing water supply pipes on the nearby Temple Beth El and Hellenic Center properties.

While the Common Council may chose to re-zone the property without requiring a full site plan review that would address these questions, the "hard look" requirements of the State Environmental Quality Review Act (SEQRA) must still be met in regard to a discussion of these issues. Prior to granting any approval for a Change of Zone we encourage the Common Council to seek from the applicant additional information regarding traffic, drainage, and the adequacy of water and sewer line capacities to accommodate the project.

As presented, the application is one where the owner believes a Change of Zone is necessary in order to attract a developer to construct a multi-residence facility the rents from which would subsidize HVCC operations. Whatever the merits of such a business plan, granting a Change of Zone without any conditions would leave the City and the Town with great uncertainty as to what the final project might actually look like. In other words, while the application talks about an 86 unit senior residential project, without conditions attached to the Common Council's approval there is no guarantee that that is what would ultimately be constructed. Accordingly, we recommend the Common Council condition any approval for a Change of Zone on the following:

1. Re-zone only that portion of the site shown on the concept plan as R4 District instead of the entirety of the existing 6.4 acre property. This could be accomplished by running the proposed zoning line along the back of the existing HVCC building and parallel to Park Avenue. It is also likely that development of the site as presented in the application will also require a subdivision of land for financing purposes, so limiting the area to be re-zoned would be consistent with the applicant's stated purpose.
 - a. Discussion: the applicant shows a concept plan for an 86 unit development. However, the maximum allowable density for the R4 District is the same for the R6 District. If the entirety of the 6.4 acre property is re-zoned the maximum residential development potential greatly increases. Assuming each of the units would be 2-bedroom the maximum density under §19-3.17(4)(b)(2) of the City zoning ordinance is calculated as follows:
 - i. $6.4 \text{ acres} \times 43,560^1 \text{ square feet} = 278,784 \text{ square feet};$
 - ii. The code requires no less than 1,200 square feet for each two-bedroom unit which works out as follows - $278,784 \div 1,200 = 232 \text{ units}.$
 - b. Since the reason for the application is to allow the development of apartments to subsidize the HVCC operations, limiting the area of the site to be re-zoned to R4 District would prevent the conversion of the entire site to a high density multi-family project, while ensuring that the HVCC building remains available for continued recreational and educational use.
 - c. As an alternative to re-zoning only the rear of the site the City could condition its approval on the filing of a Declaration by the owner that would allow for the multi-residential project only at the rear of the site as shown on the concept plan. Such a Declaration should include language giving the City rights of enforcement of its terms, and should be binding on future owners.
2. Limit the maximum residential development density to no more than 86 units.
 - a. Discussion: limiting the development density is reasonable given the application only describes an 86 unit senior residence project. It is also reasonable since the City's SEQRA review apparently is focused solely on the impacts associated with an 86 unit

1. There are 43,560 square feet in an acre.

development as opposed to a much larger 232 unit development. If the City chooses not to limit development density to 86 units then the SEQRA review will need to be expanded to consider the 232 unit potential.

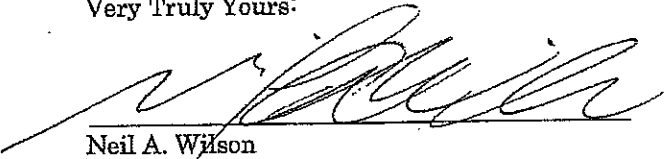
3. Restrict development of the site for any of the other uses allowed in the R4 District.
 - a. Discussion: similar to the limitation on residential density, restricting the use of the site for the other uses allowed in the R4 District is reasonable since the SEQRA review being conducted by the City does not appear to consider any other type of development. In regard to other potential development we note that the R4 District permits such things as public and private schools, cemeteries, places of worship including parish houses, nursery and preschool educational establishments including day-care centers, libraries, museums, art galleries, family day-care and group homes, and professional and business offices. Since none of those other uses appear to be considered under the current SEQRA review it would be prudent to exclude those uses as part of the Change of Zone approval. Alternatively, if the City chooses to allow those other uses, the SEQRA review would need to be expanded to consider the potential impact of development of those uses in order to meet the "hard look" requirement.
4. Require that the proposed units may only be occupied by persons 55 years of age and over.
 - a. Discussion: similar to the development density restriction, such a limitation is reasonable since that is what is stated in the application, while limiting any additional development that has not been previously examined as part of a full SEQRA review. This is important since the traffic impacts related to a senior residential project are very different from the traffic impacts of a standard multi-family project. Traffic for a senior project tends to be off-peak since many of the residents would be retired or rely on public transportation or family or friends to get around. By contrast multi-family projects tend to have many more vehicles because of working parents, teenagers and young adults each with their own transportation. Because there are more vehicles multi-family projects also need more parking which increases the amount of impervious pavement on the site and creates challenges for management of storm water.
5. Require that if the residential project is developed by a not-for-profit entity, that the project owner/sponsor make payments in-lieu of taxes (PILOT) to the City.
 - a. Discussion: many senior residential projects are constructed, owned and operated by not-for-profit corporations. This is particularly true for projects that are set up to serve a particular demographic (i.e. age 55 and over, low-moderate income families, etc.). The development of the site for high density residential purposes will undoubtedly increase demand for City services. It is only fair that the sponsor of the project pay the cost of City services by ensuring that if the owner/sponsor of the project is a not-for-profit entity that payment for services is obtained through a PILOT agreement.
6. Provide a "sunset" provision in the resolution whereby if the owner does not bring forward an application for site plan approval for an 86 unit senior residential project, and receive site plan approval, within a certain time after approval of the Change of Zone, that the site reverts to the

*Hon. John Tkazyik, Mayor
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original R2 District zoning. Five to six years would seem to be a reasonable time for the sunset provision.

Thank you for this opportunity to provide comment on this project. Please contact me with any questions.

Very Truly Yours:



Neil A. Wilson
Director of Municipal Development

NAW:me

Hon. Todd Tancredi, Supervisor, via email
Hon. Ann Shershin, Councilwoman, via email
Hon. Tracey Herman, Councilman, via email
John Weisman, Chairman, Town Planning Board, via email
James Challey, Chairman, Town Zoning Board of Appeals, via email
James Nelson, Esq., Town Attorney, via email
Paul Ackerman, Esq., Corporation Counsel, via email